

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., TUESDAY, FEBRUARY 16, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
ACTING CITY CLERK	LISA CORTESE	lisa.cortese@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

Proclamation - Women's Lung Health Week

Proclamation – Encouraging the Exoneration of the Men Known as the Groveland Four

Economic Development Update – Rodney Lucas, Economic Development Manager

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

- Approval of City Council Meeting Minutes 01-19-2016
- Approval of City Council Workshop Minutes 02-01-2016
- Approval of City Council Meeting Minutes 02-01-2016

New Business

1. Rescind Auditor Services Award
2. Appoint Audit Selection Committee
3. Approve Solicitation of RFPs for Audit Services

4. Approve Besh Engineering Proposal for Design of Silver Eagle Reclaimed Storage Tank
5. Resolution 2016-02-02 - Rename Beverly Park
6. Discussion – Council Taking Action During Public Forum (As requested by Council Member Radzik)
7. Ordinance 2016-01-06 – Alcoholic Beverage
8. Cape Preliminary Platt
9. Vista Preliminary Platt
10. Centrex Home Agreement Termination
11. Ordinance 2016-01-05 - Preserve at Sunrise
12. City Manager's Performance Evaluation

Public Comments*

Announcements

Adjournment

****Groveland Code of Ordinances Sec. 2-58 (f).*** Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

Proclamation

Women's Lung Health Week

Whereas, every five minutes, a woman in the U.S. is told she has lung cancer; and

Whereas, lung cancer is the #1 cancer killer of women in the U.S.; and

Whereas, the lung cancer death rate in women has almost doubled over the past 37 years; and

Whereas, advocacy and increased awareness will result in more advanced and better treatment for women with lung cancer and other lung diseases and will ultimately save lives; and

Whereas, Lung Force is the national movement led by the American Lung Association, with the mission of making lung cancer history uniting women to stand together with a collective strength and determination to lead the fight against lung cancer and for lung health.

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim the second full week in May as "*Women's Lung Health Week*". I encourage all residents to learn more about the detection and treatment of lung cancer.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 16th day of February, 2016.



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

Proclamation

Acknowledgment of the "Groveland Four" and Encouragement to Exonerate

Whereas, the 1940's marked several mile stones in what was to become acknowledged as the Civil Rights Movement of 1954 – 1968; and

Whereas, these mile stones included positive events such as the Presidential Executive Order to racially integrate the military in 1948, and the signing of the first African American baseball player to Major League Baseball; Consequently, the back drop of the times also included detrimental, racially charged, and emotionally traumatic events; such as, armed confrontations over school integration, lingering "Jim Crow" laws, and numerous cases of wrongful prosecution; and

Whereas, the aforementioned environment set the stage in Lake County when a 17-year-old woman alleged that four African American men attacked and raped her under circumstances that raised questions by many legal minds at the time; including, Thurgood Marshall who would become a US Supreme Court Judge in 1967; and

Whereas, there is currently a petition circulating to retrospectively exonerate Samuel Shepherd, Walter Irving, Charles Greenlee and Ernest Thomas, known as the "Groveland Four", of the rape of then 17 year old Norma Padgett on the morning of July 16, 1949; and

Whereas, it is acknowledged by all Cities, Counties and States, across America this Month of February recognizes the significant contributions of African Americans in building this great country; and furthermore acknowledges the dream articulated by Dr. Martin Luther King to peacefully end segregation, and the dream that everyone would have a voice that is heard at the ballot box and have the equal rights to a fair trial and to the dreams and opportunities of the United States of America would one day be made available to everyone, regardless of skin color. This is a dream that we all come closer to when the ghost of the past can be put to rest; and

Whereas, there also has been a resolution supported by several state representatives that would exonerate the four late men, known as the "Groveland Four" and publicly apologize to their surviving family members; and

Whereas, the resolution specifically request that Governor Rick Scott and his cabinet pardon Samuel Shepherd, Walter Irving, Charles Greenlee and Ernest Thomas, known as the "Groveland Four".

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on the behalf of its' citizens, do hereby proclaim our full support of the petition and resolution to retrospectively exonerate these men and do hereby encourage Governor Scott and his cabinet to pardon these men immediately.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 16th day of February, 2016.



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Tuesday, January 19, 2016

The Groveland City Council held a regularly scheduled meeting on Tuesday, January 19, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:08pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones and Chief M. Smith Tennyson.

AGENDA

- a. Call to Order
- b. Opening Ceremonies
- c. Roll Call

Guest Speaker, Presentations and Proclamations

1. Certificate of Recognition – presented to Firefighter/Paramedic Tyler Cofield
2. Certificate of Recognition – presented to Lt. Michael Franklin, Firefighter Scott Judd and Firefighter Curtis Gavin

REPORTS

a. Council Members

- Council Member Griffin stated that he had been approached by a citizen who recommended to Council that Beverly Park be renamed after Mr. Griffin's father. A resolution is to appear on the next agenda regarding this name change.
- Council Member Sweatt asked that she be approved to attend the Keep Lake Beautiful conference at a cost of \$575.
Consensus for Mrs. Sweatt to attend if there are funds available.
- Vice-Mayor McMican asked that Guest Speakers, Presentations and Proclamations be moved up on the agenda permanently to immediately after roll call.
The City Attorney will provide a revised ordinance to reflect this change.

b. City Manager

Mr. Jones asked for direction regarding using Mr. Lyle Sumek to facilitate this year's goal setting session.

Consensus to use Mr. Sumek. Mayor Loucks requested that the City Clerk be on hand to take minutes because there was some confusion on what was actually agreed to during last years' session.

Mr. Jones asked for direction regarding payment by the City for medical transportation and nursing assistance for Mr. Griffin in order to facilitate Mr. Griffin's attendance at Council meetings.

Consensus to direct staff to continue to arrange for and make payment with City funds to have Mr. Griffin attend Council meetings.

A resolution will appear on the next agenda regarding this consensus. A workshop will be scheduled to discuss the circumstances under which the City would pay to facilitate any Council Member's attendance at a Council Meeting.

Mr. Jones asked for direction regarding the request by Bishop Patterson for the City to refund the amount he paid to have police presence at a community outreach event he held recently. The attendance at the event did not rise to the level that would require police presence.

Consensus to refund the difference between the actual cost incurred by the City and the payment made by Bishop Patterson.

Mr. Jones asked for direction regarding the South Lake Black Achiever's banquet. He indicated that it would be \$300 to sponsor the back page program cover.

Consensus to donate \$300 to sponsor the back page program cover.

Mr. Jones asked for direction regarding the City pledging \$350 to the Annual Shrine Circus.

Consensus to pledge \$350 to the Annual Shrine Circus. Mr. Jones was also directed to reach out to the event planners to see if they would consider holding the circus in Groveland.

c. City Attorney

d. Citizen Advisory Committee

Mr. Rosario indicated that Margie Jones and David Badillo would be willing to continue on the RAC Board. Both terms have expired.

CONSENT AGENDA

• **Approval of City Council Workshop Minutes 01-04-2016**

Council Member Sweatt moved to approve; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

• **Approval of City Council Meeting Minutes of 01-04-2016**

Vice Mayor McMican moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

NEW BUSINESS

1. Request Additional Funds to Support Kaboom Grant

Council Member Radzik moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

2. Discussion re: 4th of July Celebration

Consensus to schedule a workshop.

3. Resolution 2016-01-02: Pledge of Civility

Council Member Radzik moved to approve; seconded by Vice Mayor McMican. The motion was approved with all members present voting aye.

PUBLIC COMMENTS

Mr. Jeff Gerling, Alpha Inspections asked Council their intent regarding his contact for Building Inspection services. He indicated that he needed to know with some certainty that he would be continuing to fill that role for the City as his business is very busy and he needs to hire additional staff.

Council Member Sweatt moved to approve a one-year extension; seconded by Council Member Radzik. On a roll call vote, Council Members Sweatt, Radzik and Mayor Loucks voted aye; Council Member Griffin and Vice Mayor McMican voted nay.

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

Mayor Loucks adjourned the meeting at 10:08pm.

Attest:



Tim Loucks, Mayor

Gwen Walker, Substitute Clerk

City of Groveland
Workshop Minutes
City Council
Monday, February 01, 2016

The Groveland City Council met in a regular meeting on Monday, February 01, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:40pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Board Member John Griffin absent due to medical issue.

AGENDA

1. Discussion: July 4th Celebration

Consensus for staff to move forward with a one day July 4th event.

Consensus for an additional Workshop to further discuss July 4th Celebration, and have staff bring back options for Council to review and/or choose from to include possible parade concept. Also provide Council expenditures from previous year's July 4th events.

2. Presentation Re: Public, Private, Partnerships – City Manager, Redmond Jones II
Consensus for Mr. Jones to continue presentation at Workshop in addition to discussion on July 4th Celebration.

ADJOURNMENT

Chairman Tim Loucks adjourned the meeting at 6:45pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Monday, February 1, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, February 1, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:30 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones and Chief M. Smith Tennyson.

AGENDA

- a. Call to Order
- b. Opening Ceremonies
- c. Roll Call

Guest Speaker, Presentations and Proclamations

1. Request for Donation to Groveland Police Explorers
Council Member Griffin moved to approve; seconded by Council Member Sweatt to redirect \$3,000 to fund the Explorers participation in a competition in Tennessee. Council Member Griffin agreed to amend; seconded by Council Member Sweatt to amend the motion to redirect \$5,000 to fund the Explorers participation in a competition in Tennessee. The motion was approved with all members present voting aye.
2. Presentation by Jeff Larson, Larson Consulting – Financing of Reclaimed Water Projects and Refinancing of 4 USDA Loans

REPORTS

a. Council Members

- Vice Mayor McMican reported that she would be attending a Florida League of Cities training in Jacksonville.
- Council Member Sweatt reported that she attended the MPO Horizon Awards Banquet and the Groveland Elementary Keep Lake Beautiful event.
- Council Member Griffin reported that he will have ample signatures to support the renaming of Beverly Park after his father.
- Council Member Radzik reported that he met with Henry Moyo regarding a sports complex. He also reported that he had met with Jeff Larson, Larson Consulting, the City Attorney, the City Manager and Mrs. Walker. He also stated that he would be attending EMO training, sponsored by the Florida League of Cities in Jacksonville January 28-31.
- Mayor Loucks reported that he attended a spelling bee, traveled to Sanford to tour their box car facility and attended the MPO Horizon Awards Banquet.

b. City Manager

Mr. Jones requested a special meeting of the CRA Board to discuss some issues with bringing the Veteran's Wall to the City.

- c. City Attorney
- d. Citizen Advisory Committee

Mr. Rosario conducted an assessment of the City's parks. He indicated the report was available online.

CONSENT AGENDA

NEW BUSINESS

1. Request approval of BESH Engineering Proposal/Agreement

Vice Mayor McMican moved to approve; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

2. Reappoint RAC Members Whose Terms Have Expired

Council Member Radzik moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

3. Approve McDirmit Davis & Company, LLC Engagement Letter for Audit Services

Council Member Sweatt moved to approve; seconded by Council Member Griffin. The motion was approved with all members present voting aye.

4. Montevista Farms Indemnification Agreement

Council Member Radzik moved to approve; seconded by Council Member Sweatt. Council Member Radzik agreed to amend; Council Member Sweatt to agreed to amend the motion to accept the indemnification in the current agenda package with the following changes: change length of approvals to five years, applicant to pay attorney's fees that may be entered against the City, applicant name removed from LLC. The motion was approved with all members present voting aye.

5. Ordinance 2016-01-01 – Density Clarification Montevista Farms Comprehensive Plan Amendment

Council Member Radzik moved to approve; seconded by Vice Mayor McMican. The motion was approved with all members present voting aye.

6. Ordinance 2016-01-02 – City of Groveland Comprehensive Plan Amendment – Open Space Requirement

Council Member Sweatt moved to approve; seconded by Council Member Griffin. The motion was approved with all members present voting aye.

7. Ordinance 2016-01-03 – City of Groveland Comprehensive Plan Amendment – Future Land Use Amendment

Council Member Radzik moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

8. Ordinance 2016-01-04 – Montevista Farms Planned Unit Development

Council Member Griffin moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

9. Centrex Termination Agreement

Council Member Sweatt moved to table; seconded by Vice Mayor McMican. The motion was approved with all members present voting aye.

10. Ordinance 2016-01-05 – Preserve at Sunrise Planned Unit Development

Council Member Sweatt moved to table; seconded by Vice Mayor McMican. The motion was approved with all members present voting aye.

11. Resolution 2016-01-01 – Variance to Residential Lot Size Requirements

Council Member Sweatt moved to approve; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

12. Resolution 2016-02-01 – Council Member Transportation

Vice Mayor McMican moved to approve; seconded by Council Member Radzik. The motion was approved with all members present voting aye. (Mr. Griffin recused himself)

A workshop will be held to discuss what types of provisions and under what circumstances aid would be provided to any Council person.

13. Faith Neighborhood Site Plan Approval

Vice Mayor McMican moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

14. Ordinance 2015-11-31 – Trilogy Comprehensive Plan Amendment

Council Member Sweatt moved to approve; seconded by Council Member Griffin. The motion was approved with all members present voting aye.

PUBLIC COMMENTS

Mr. Griffin left at 10:15.

COUNCIL ANNOUNCEMENTS

Mr. Radzik recommended that a workshop be held to review building fees. He suggested that Mr. Gerling be present.

Vice Mayor McMican asked that she be provided with copies of City contracts.

Ms. Geraci-Carver was directed to contact Alpha Inspections requesting the names of two audit firms that would be agreeable to Alpha to conduct the audit as described in the City's current contract with Alpha Inspections.

ADJOURNMENT

Mayor Loucks adjourned the meeting at 10:50pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
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AGENDA ITEM: Rescind Award of Audit Services

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: February 4, 2016

BACKGROUND:

Due to a flaw in the procedures followed to determine award of audit services to McDirmitt Davis & Company, it is necessary to rescind the award and obtain approval to go out for RFP.

STAFF RECOMMENDATION: Approve the Rescinding of the Award of Audit Services
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
--

AGENDA ITEM: Appoint an Audit Committee
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Gwen Walker, Finance Director

DATE: February 8, 2016

BACKGROUND:

Statute 218.391 of the Florida Statute requires the City to appoint an audit committee to establish criteria for evaluation of the RFP, to evaluate the proposals, rank and recommend, in order of preference, no fewer than 3 firms. If the City receives less than 3 proposals, the committee will recommend such firms as it deems to be the most qualified.

As time is of the essence, staff would respectfully request that the following staff members be appointed to the audit committee:

Redmond Jones (City Manager)
Chief Willie Morgan (former acting City Manager)
Gwen Walker (Finance Director)

STAFF RECOMMENDATION: Approve the above individuals to serve as the City's audit committee.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016

AGENDA ITEM: Authorize Staff to Solicit RFPs for Audit Services

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: February 8, 2016

BACKGROUND:

Due to a flaw in the recent auditor selection process, it is necessary to request Council's approval for staff to solicit proposals for audit services.

STAFF RECOMMENDATION: Direct staff to seek RFPs for auditor services.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
--

AGENDA ITEM: Approve BESH Engineering Proposal/Agreement

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: James Huish

DATE: February 1, 2016

BACKGROUND: The Public Services Utilities Division is requesting approval of the Engineering Proposal/Agreement for the design of Silver Eagle Reclaimed Storage Tank Project in the amount of \$103,845.00 submitted by BESH. Funding for this design is available in the Reclaimed Water Budget.

STAFF RECOMMENDATION: Approve the Engineering Proposal/Agreement submitted by BESH.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



VIA EMAIL james.huish@groveland-fl.gov
January 18, 2016

James Huish
Director of Public Services
City of Groveland
1198 Sampey Road
Groveland, Florida 34736

RE: **PROPOSAL/AGREEMENT FOR CITY OF GROVELAND - SILVER EAGLE
RECLAIMED STORAGE TANK PROJECT**

Dear Mr. Huish:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 7-11, sign Page 12, and complete Page 13 for billing purposes.

Please note, the contract document contains the amended language as per your request of January 15, 2016.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
ren@besandh.com
RAE:ml

Enclosure

Cc: Carrie King, BESH (via email)

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ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CITY OF GROVELAND
SILVER EAGLE RECLAIMED STORAGE TANK PROJECT
GROVELAND, FLORIDA, LAKE COUNTY**

ENGINEERS:

Robert A. Ern, Jr., P.E., Principal
Booth, Ern, Straughan & Hiott, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
ern@besandh.com

CLIENT:

James Huish, Director of Public Services
City of Groveland
1198 Sampey Road
Groveland, Florida 34736
(352) 429-0227 - Phone
james.huish@groveland-fl.gov

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

PROJECT UNDERSTANDING AND SCOPE:

Booth, Ern, Straughan & Hiott, Inc. (BESH), is pleased to submit this proposal to the City of Groveland for site survey, final design, permitting, project bidding and construction management for the City of Groveland Silver Eagle Reclaimed Storage Tank Project. BESH understands that the Client intends to construct a new 1.5 MG concrete ground storage tank and one additional high service pump at the existing Silver Eagle site. A portion of one of the existing RIB's shall be removed to accommodate the proposed tank. The new tank and pumps shall be permitted with the FDEP as a modification to the Sampey Road WWTP. The specific tasks required to complete this project are as follows:

TASK 001 SPECIFIC PURPOSE SURVEY

BESH shall conduct an as-built site survey at the existing Silver Eagle site in order to field verify existing improvements at the site to be utilized in the final design. City shall provide underground utility locates on the site prior to the survey being conducted. Survey will also locate all required soil boring locations and elevations.

FEE: \$6,120.00

TASK 002 GROUND STORAGE TANK & PUMP DESIGN

BESH shall prepare final engineering drawings for the proposed reclaimed water storage tank, revised site grading for the RIB's, new high service pump and yard piping. Design shall allow both the existing and proposed tanks to "float" at the same level, with both fill and suction being equalized between tanks, and with the option of isolating either of the tanks from both the fill and suction lines so that either tank can be utilized independently. Design shall meet all FDEP and City of Groveland design requirements.

FEE: \$29,800.00

TASK 003 FDEP PERMITTING

BESH shall prepare the required permit applications and make submittal to the following agencies as necessary to properly permit the utility extensions:

1. Prepare one FDEP minor modification permit application for the Sampey Road WWTP.

FEE: \$7,500.00

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

TASK 004 CONSTRUCTION BID DOCUMENTS

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid process and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

FEE: \$6,400.00

TASK 005 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$3,500.00

TASK 006 ELECTRICAL ENGINEERING DESIGN

BESH shall contract with Bailey Engineering Consultants, Inc., to provide electrical engineering design services for the pump stations located at each facility. Bailey Engineering Consultants shall also provide for integration of the controls for the pump station operations into the existing control systems. Finally, the electrical design shall provide for communication between this facility and the Sampey Road WWTP via radio telemetry.

FEE: \$15,400.00

TASK 007 GEOTECHNICAL INVESTIGATIONS

BESH shall contract with Andreyev Engineering, Inc., to conduct the necessary geotechnical investigations for the ground storage tank.

FEE: \$4,475.00

TASK 008 CONSTRUCTION ADMINISTRATION SERVICES - BESH

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

Based upon the on-site observations and signed/sealed survey as-builts to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Groveland
2. Florida Department of Environmental Protection.

FEE: \$16,800.00

TASK 009 CONSTRUCTION ADMINISTRATION SERVICES, BEC

BESH shall contract with Bailey Engineering Consultants, Inc., to provide construction oversight on all electrical and controls related improvements.

FEE: \$8,850.00

TASK 999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc, shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$5,000.00

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

SUMMARY

TASK	AMOUNT
TASK 001	\$ 6,120.00
TASK 002	\$ 29,800.00
TASK 003	\$ 7,500.00
TASK 004	\$ 6,400.00
TASK 005	\$ 3,500.00
TASK 006	\$ 15,400.00
TASK 007	\$ 4,475.00
TASK 008	\$ 16,800.00
TASK 009	\$ 8,850.00
TASK 999	\$ 5,000.00
SUBTOTAL	\$ 103,845.00

NOTE: THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

1. Application Fees for submittal to regulatory agencies.
2. Environmental Assessments
3. Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
4. Sketch/legals for utility easements or r/w acquisition.

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

**HOURLY RATE SCHEDULE
(2016)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL ENGINEER	\$135.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$100.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$115.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
SURVEY TECHNICIAN III	\$35.00/HOUR
TITLE RESEARCHER	\$115.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of The City of Groveland ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

If for any cause, a party shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within ten (10) calendar days after receiving written notice of such default from the non-defaulting party, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party no less than thirty (30) calendar days prior to the effective date of termination written notice of its intent to terminate (such thirty calendar day period to commence upon the defaulting party's receipt of such notice).

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client and BESH must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services and Client is required to pay for the revised scope of services.

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on either party unless made in writing and duly executed by an authorized representative of the parties.

D. WAIVER:

The failure of either party to enforce any provision of this Agreement or to exercise any right accruing through the default of the other party hereunder, shall not constitute a waiver of any other rights of the party with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not. In the event that Client retains the services of an attorney to enforce the terms of the Agreement, Client shall be entitled to recover from BESH all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: Silver Eagle Reclaimed Storage Tank Project
CLIENT: City of Groveland
DATE: February 1, 2016

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2016.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Robert A. Ern, Jr., P.E.

By:

Title:

Principal

Title:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016

AGENDA ITEM: Resolution 2016-02-02

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 8, 2016

BACKGROUND:

Council Member Griffin has presented a petition to the City to rename Beverly Park to John Wesley Griffin Park.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-02-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, RENAMING BEVERLY PARK TO JOHN WESLEY GRIFFIN PARK

WHEREAS, several citizens have come forth and expressed an interested in changing the name of Beverly Park to John Wesley Griffin Park after one of the original resident of the all colored subdivision of Beverly Hills. The subdivision was started in 1945 by Developer Charlie J. Anderson and by signing this petition below you are supporting the above action of changing the name of the park to John Wesley Griffin Park.

WHEREAS, Beverly Park was established by John Wesley Griffin in 1951 after asking Mr. Charlie J. Anderson to set-a-side several lot spaces for a place where kids could play. Mr. Anderson in turn asked Mr. Griffin to manage and be the caretaker for the area. He did this over the next 20 years and passed on the responsibilities to the Caple family. Lacy and Mary Caple managed the property until their children grew up. They then donated the land to the City of Groveland and the property was named Beverly Park.

WHEREAS, Mr. John Wesley Griffin was named after the co-founder of the Methodist Church John Wesley from the 1700's. He was Born October 1, 1888 in Sylvania, GA - Screven County. He and his brother Sam moved to Groveland in the 1930's and John became the personal chauffer to J. Ray Arnold Saw Mill. He has been instrumentalist in getting amenities to the all colored subdivision like clay packed streets, running water, managing the play park and Edge Wood Cemetery for the community from 1945 to 1968. Mr. Griffin had 3 children - 2-boys and 1-girl and was married to Ora Griffin and lived at 204 First Ave which is the location of the Tamjo Sign company. Served in the U. S. Army in World War I and the Lake County School District representative for Edgewood.

NOW THEREFORE, be it resolved by the City Council of the City of Groveland, Florida, as follows:

1. The Beverly Park shall hereinafter be designated and named the John Wesley Griffin Park.
2. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____
Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

Petition: To Rename Beverly Park to John Wesley Griffin Park

Several citizens have come forth and expressed an interest in changing the name of Beverly Park to John Wesley Griffin Park after one of the original residents of the all colored subdivision of Beverly Hills. The subdivision was started in 1945 by Developer Charlie J. Anderson and by signing this petition below you are supporting the above action of changing the name of the park to John Wesley Griffin Park.

Beverly Park was established by John Wesley Griffin in 1951 after asking Mr. Charlie J. Anderson to set aside several lot spaces for a place where kids could play. Mr. Anderson in turn asked Mr. Griffin to manage and be the caretaker for the area. He did this over the next 20 years and passed on the responsibilities to the Caple family. Lacy and Mary Caple managed the property until their children grew up. They then donated the land to the City of Groveland and the property was named Beverly Park.



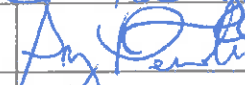


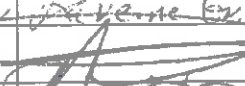

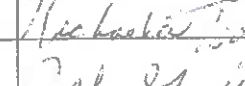
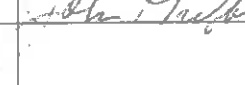

Mr. John Wesley Griffin was named after the co-founder of the Methodist Church John Wesley from the 1700's. He was Born October 1, 1888 in Sylvania, GA - Screven County. He and his brother Sam moved to Groveland in the 1930's and John became the personal chauffeur to J. Ray Arnold Saw Mill. He had been instrumental in getting amenities to the all colored subdivision like clay packed streets, running water, managing the play park and Edgewood Cemetery for the community from 1945 to 1968. Mr. Griffin had 3 children - 2-boys and 1-girl and was married to Ora Griffin and lived at 204 First Ave which is the location of the Tamjo Sign company. He was a veteran of World War I and served in the U. S. Army.

	Print Name	Signature	Address	City/State/Zip Code	Phone/Email
1	Lucile Edwards	Lucile Edwards	242 First Ave.	Groveland FL 34736	772-834-6735
2	Clarence Edwards	Clarence Edwards	242 First Ave.	Groveland FL 34736	772-834-6735
3	Jolanda Key		1022 FIA Ave	Groveland FL 34736	424 2247
4	Jeanetta Beasley	Jeanetta Beasley	1022 FIA Ave	Groveland	424-2247
5	Morris Griffin	M. Griffin	455 Beverly Dr		
6	Morris Griffin	5000 Culbreath	Key Way Tampa	FL 33611	321 946 8521
7	Calice Griffin	Calice Griffin	455 Beverly Dr	Groveland, FL 34736	352 429 4787
8	Luretha Maldonado	L. Maldonado	144 First Ave	Groveland	
9	Lucille Ware	Lucille Ware	144 First Ave	Groveland	
10	Foris Fairis	Foris Fairis	118 1st St	Groveland	
11	James Fairis	James Fairis	" "	" "	" "
12	Linda Cassley	"	"	"	"

To Rename Beverly Park to John Wesley Griffin Park

13	Print Name	Signature	Address	City/State/Zip Code	Phone/Email
	Gicela Flores	Gicela Flores	443 Beverly Dr Groveland, FL		
14	Yamil Alvarez	Yamil Alvarez	110 Beverly Dr Fl Apt 13 Groveland		
15	Abraham	Abraham	110 Beverly Dr Apt. 13 Groveland	34736	
16	Lawana Coleman	Lawana Coleman	1021 Fl. St	Groveland FL 34736	352.460.9158
17	CHERI NIKITAS	Cher Nikitas	1021 FL ST.	GROVELAND FL 34736	352-459-7950
18	GIENN RODGERS	Glenn Rodgers	RES. DENT.		
19	Virginia A Thomas	Virginia A Thomas	117 Second Ave	Groveland	
20	A L H A Thomas	A L H A Thomas	117 Second Ave	Groveland	
21	PEARL Edith Thomas	Pearl Edith Thomas	117 Second Ave	Groveland	
22	John L. L. L.				
23	HENRY HART		331 First Ave	Groveland	
24	Samuel McLeod	1st St	1st St		
25	Theresa Williams	Theresa Williams	330 Beverly	34736	352-999-0244
26	Matthew Griffin	Matthew Griffin	455 North Beverly Dr	Groveland, FL 34736	352-550-3383 mattg1835@gmail.com
27	Phaith Griffin	Phaith Griffin	103 Stewart 10th 100p.	Groveland, FL 34736	(352)-255-2888
28	Stephen Griffin	Stephen Griffin	34736 Magnolia Lands Dr	Groveland, FL	407-575-2600
29	Harry Spikes		794 Beverly Dr	Groveland	
30	Don Lettman			Groveland	352-267-3540
31	Joanne Lettman			Groveland	352-429-3073
32	Ed Holmes			Groveland	352-429-3760
33	Jimmy Lettman			Groveland	352-551-9368
34	Jo Lettman			Groveland	352-557-3086
35	Paul J. J. J.			Groveland	352-429-1121

To Rename Beverly Park to John Wesley Griffin Park

36	Print Name	Signature	Address	City/State/Zip Code	Phone/Email
37	Jaime Caple		243 1st Avenue Groveland, FL 34736	→	Jaime Caple 877 (signature) don
38	Lacy Caple, Jr.		243 1st Avenue Groveland, FL 34736		352-630-1466
39	Shanna Caple		215 f ave		
40	Lacy Caple		215 D ave		
41	Matthew Williams				
42	Calvin Griffin		455 N. Beverly Groveland, FL		
43	Greg Pender		360 First Ave	Groveland, FL	467 294-8872
44	Donna Brock		"	"	312 396-0298
45	Leroy Mitchell		737 Beverly St	"	
46	Jacqueline Griffin		450 Beverly Dr Groveland	Groveland	
47	Michael Dozier		204 First Ave	Groveland, FL	712-211-1410 (signature)
48	Rosemary H Dozier		204 First Ave	Groveland, FL	
49	Michaela Dozier		204 First Ave	Groveland	
50	JOHN GRIFFIN		450 BEVERLY DR.	"	295-0005
51					
52					
53					
54					
55					



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
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AGENDA ITEM:	Discussion – City Council taking action during public forum
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	City Manager's Office
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DATE:	February 13, 2016
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BACKGROUND:

It has been requested by Council member Mike Radzik to add this item to the City Council Agenda. Based on this request comments of concern from the public and supporting concerns from at least another Council member.

STAFF RECOMMENDATION: Seek Direction from the City Council on this topic

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
--

AGENDA ITEM: Ordinance 2016-01-06
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 8, 2016

BACKGROUND:

Staff recently asked for direction related to Section 6-2, Sales Restricted of alcoholic beverage related to distribution.

This section of the code includes alcohol distributors from the prohibition of being located within 1,000 feet of the real property comprising a school, church, or park.

The presented code change adds the language "serving" to the 51 percent or more of gross sales triggering the restriction to clarify.

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-01-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA AMENDING SEC. 2 ENTITLED SALES RESTRICTED OF CHAPTER 6, ENTITLED ALCOHOLIC BEVERAGES, OF THE CITY OF GROVELAND CODE OF ORDINANCES, TO EXCLUDE DISTRIBUTORS FROM THE PROHIBITION RELATING TO ALCOHOL SALES WITHIN 1,000 FEET OF A SCHOOL, CHURCH, OR PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland's Council desires to preserve and improve the general welfare of the municipality; and

WHEREAS, The City of Groveland wishes to protect and enhance the property values within the municipal boundaries; and

WHEREAS, the City Council's intention in restricting sales located within 1000 feet of certain uses was to restrict sales in establishments where alcohol is sold in quantities for personal consumption or consumption on site, not to restrict wholesale distributors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA:

SECTION 1: That Section 2, Chapter 6 of Part II of the Code of Ordinances of the City of Groveland, is hereby amended to read:

Sec. 6-2 Sales Restricted.

In addition to the regulations provided in F.S. ch. 562, the following sales restrictions shall apply:

- (1) No alcoholic beverages may be sold, consumed, or served, or permitted to be sold, consumed or served in any establishment holding a license under the state beverage laws between the hours of 2:00 a.m. Sunday and 12:00 noon Sunday or between the hours of 2:00 a.m. and 7:00 a.m. each other day. No business, excluding a wholesale distributor, who receives more than 51 percent or more of its gross sales from alcohol beverages is allowed within 1,000 feet of the real property comprising of a school, church, or park.
- (2) No vendor shall sell any alcoholic liquor or beverages to any person who is intoxicated.
- (3) No vendor shall permit his place of business to become a nuisance, or permit shouting, yelling or brawling in such place of business.

SECTION 2. INCLUSION

It is the intention of the City Council of the City of Groveland that the provisions of this Ordinance shall become and be made a part of the City of Groveland Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase to accomplish such intentions.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. CONFLICT

All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Begley
City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Mike Radzik		
Dina Sweatt		
Karen McMican		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
--

AGENDA ITEM:	Preliminary Plat – Cape at Cherry Lake
---------------------	--

CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
-------------------	--

PREPARED BY:	Ryan Berger, Community Development Director
---------------------	---

DATE:	February 8, 2016
--------------	------------------

BACKGROUND:

City Council previously approved a preliminary plat for the Cape at Cherry Lake on December 1, 2008, and due to no construction occurring at the subdivision after Construction Plan approval in 2009, they were required to resubmit the plat for approval. The Cape at Cherry Lake subdivision is located on the south side of Cherry Lake Road and along the eastern shore of Cherry Lake near the Estates at Cherry Lake Development.

The Cape at Cherry Lake is part of a project consisting of three separate developments: The Vista at Cherry Lake, the Cape at Cherry Lake, and the Springs at Cherry Lake. The developments are owned separately and are moving through the review process separately; however, the owners are cooperating to help each development meet the requirements of Code. The preliminary plat for The Vista is also being considered for approval at this meeting.

The property area is 19.70 acres, and is currently zoned R-2.

The property has a Future Land Use designation of Single Family Medium Density. The property owner seeks preliminary plat approval. The preliminary plat provides for the following:

- 44 homes
- The minimum dwelling size for all single family homes shall be 900 SF.
- Setbacks are as follows:
 - Front: 25 feet
 - Rear: 10 feet
 - Side: 10 feet, except 15 feet for corner lots at street side

The preliminary plat has been reviewed by City staff, and the City's consulting surveyor, engineer, and attorney. The applicant has addressed all comments and requirements of the City's code.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

The Cape at Cherry Lake Preliminary Plat

City of Groveland, Florida

December 3, 2015

Parcel I.D. # 04-22-25-0004-000-02-500, 01-22-24-3601-006-00-001

for

Red Jacket Development



by

G L SUMMITT
— ENGINEERING INC —

Project Team

OWNER
Lawrence E. White & Thomas
Lawrence E. White & Thomas
624 Waltham Ave.
Orlando, FL 32809
Ph: (407) 992-6100

Civil Engineer
G. L. Summit Engineering, Inc.
3667 Simonson Place
Lake Mary, FL 32746
Ph: (407) 992-6100

Surveyor
SurveyTech Solutions, Inc.
10020 U.S. Highway 92 East
Tampa, FL 33610
Ph: (813) 621-2794

Developer
Red Jacket Development Group
624 Waltham Ave.
Orlando, FL 32809
Ph: (407) 992-6100
Contact: Greg Prudahl

Geotechnical Engineer
Geotechnical Engineering, Inc.
11790 W. McAnis Ave.
Carmichael, FL 34711
Ph: (352) 241-0068

Landscape Architect
Landscape Architect
618 E. South Street, Suite 700
Orlando, Florida 32801
Ph: (321) 424-4796

Utilities

Drinking Water
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
Ph: (352) 459-0227

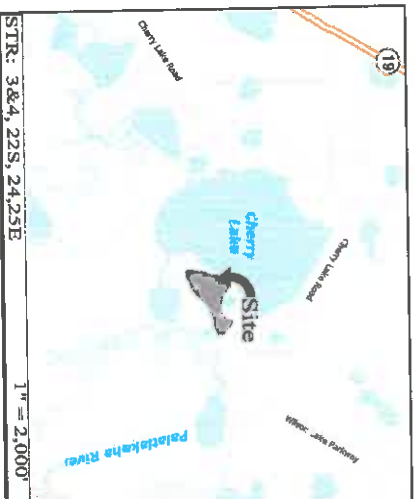
Electric
Progress Energy
3250 Boone Creek Road
Lake Mary, FL 32809
Ph: (407) 827-1280

Garbage Disposal
Waste Environmental
109 Samsky Road
Groveland, FL 34736
Ph: (352) 341-8886

Phone
33 North Main St.
Winter Garden, FL 34787
Ph: (407) 814-5351

Cable
BrightSource Networks
166 S. Lake Ave.
Groveland, FL 34736
Ph: (407) 214-5305

Location Map



Drawing Index

No.	Title	Revised
1	Coversheet	07-30-14
2	Symbolic & Abbreviations	07-30-14
3	Boundary & Topographic Survey	07-30-14
4	Combined Site Plan	07-30-14
5	Detailed Site Plan	07-30-14
6	Detailed Utility Plan	07-30-14
7	Detailed Grading & Drainage Plan	07-30-14
8-9	Cement Details	07-30-14

Coversheet

Plans not valid unless Signed,
Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 3, 2015
Registration No. 68875
Certificate of Authorization #29665

Revisions

No.	Revised	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		

SHEET NUMBER
1 OF 9

G L SUMMITT
— ENGINEERING INC —
Office: Lake Mary
3667 Simonson Place
Lake Mary, Florida 32746
Ph: (407) 992-6100
Fax: (407) 992-6650
www.GLSummit.com

Red Jacket Development Group
625 Waltham Ave.
Orlando, FL 32809
(407) 885-1136

**The Cape at
Cherry Lake**
Groveland, Florida
Preliminary Plat

PROPOSED SYMBOLS

[illegible]

G. I. SUMMITT
ENGINEERING INC.
Office: Lake Mary
3660 Simmonson
Phone: 407-321-0703
Fax: 407-992-0600
www.GIsummitt.com

Real Estate Development Group
625 Waltham Ave.
Orlando, FL 32809
(407) 851-1136

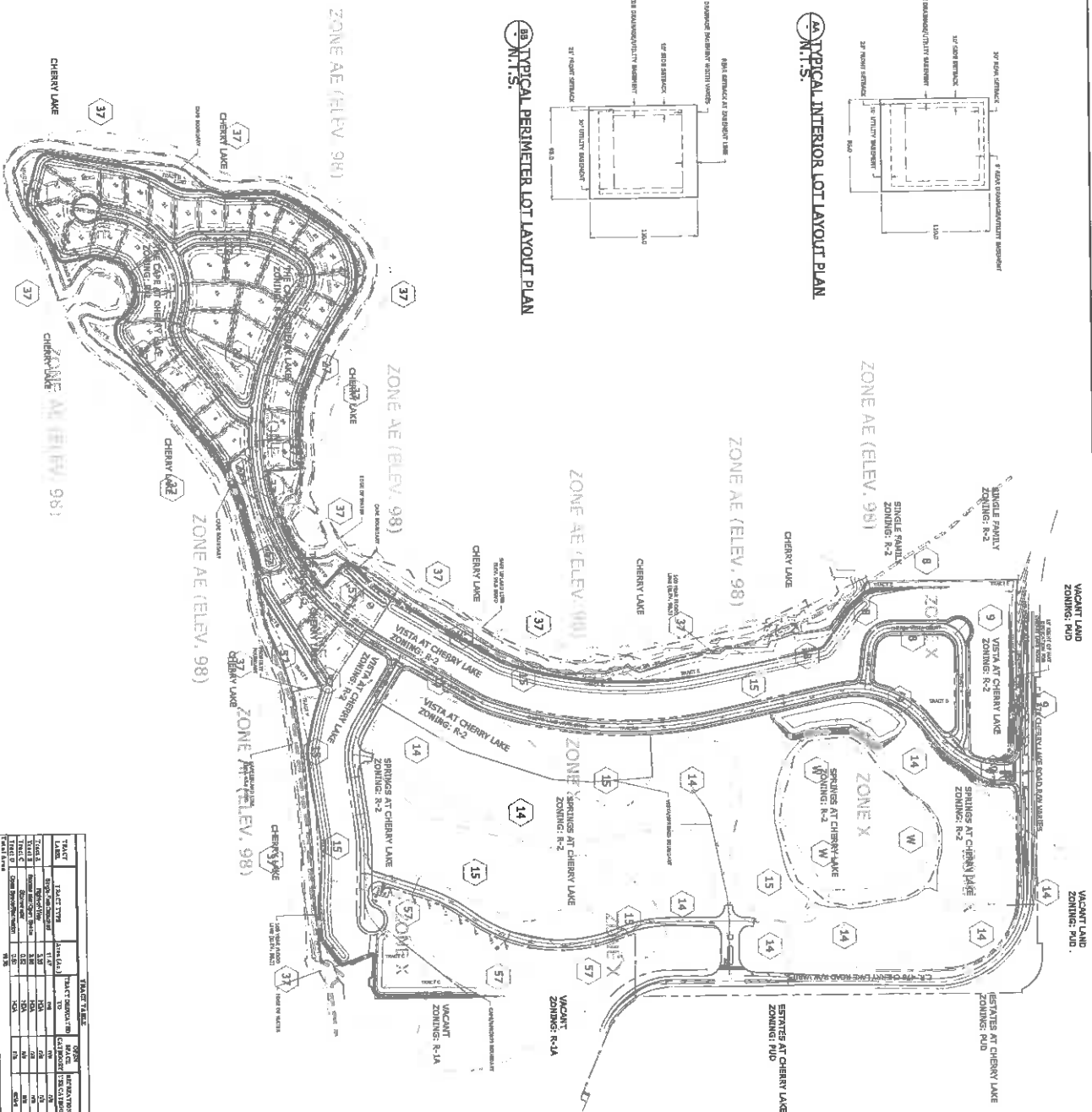
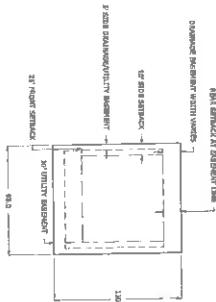
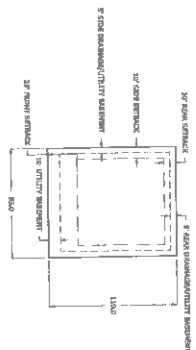
The Cape at
Cherry Lake
GreeneLand, Florida
Preliminary Plat

**Symbols &
Abbreviation**

Plans not valid unless Signed,
Dated and Sealed below.

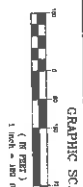
GEOFFREY L. SUMMITT, P.E.
Date: December 3, 2015
FL Registration #58773

No.	Date	Revisions
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- [illegible]



- 1 AOPKA URBAN LAND
 2 AOPKA FINE SANDS
 3 CANDLE FINE SANDS
 4 CANDLE URBAN LAND
 5 KENDRICK FINE SANDS
 6 OCCEE FINE SANDS
 7 TAYARRES FINE SANDS
 8 WATER
 9 SOLTS LINE



G. L. SUMMITT
— ENGINEERING INC. —

Office: Lake Mary
33667 Shinnonton Place
Lake Mary, Florida 32746
phones: 407/983-4650
fax: 407/983-4650

www.g-l-summit.com

Red Hawk Development Corp.
625 Witham Ave.
Orlando, FL 32809
(407) 835-1136

**The Cape at
Cherry Lake**
Groveland, Florida

Preliminary Plat

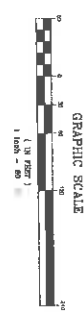
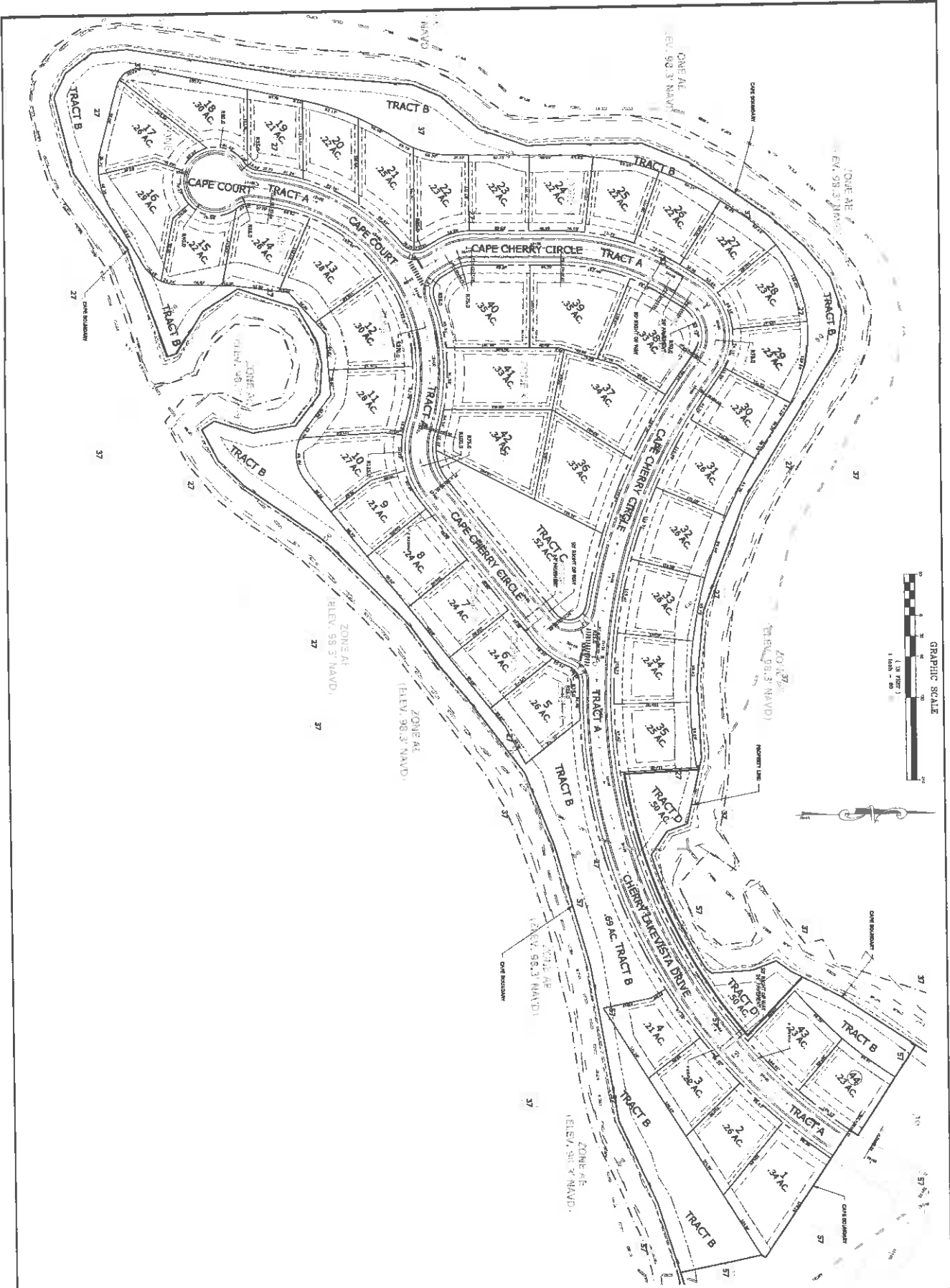
Plans not valid unless Signed,
Dated and Sealed below.

**Combined
Site Plan**

GEOFFREY L. SUMMITT, P.E.

Date: December 3, 2015
FL Registration: #58775

Revisions	
Wk.	Score
1	88
2	88
3	88
4	88
5	88
6	88
7	88
8	88
9	88
10	88



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ENGINEERING INC.
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9667 Stinson Place
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Phone: 407-323-0705
Fax: 407-323-0705
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Redacted Development Group
625 Waltham Ave.
Orlando, FL 32809
(407) 855-1136

**The Cape at
Cherry Lake**
Goverland, Florida

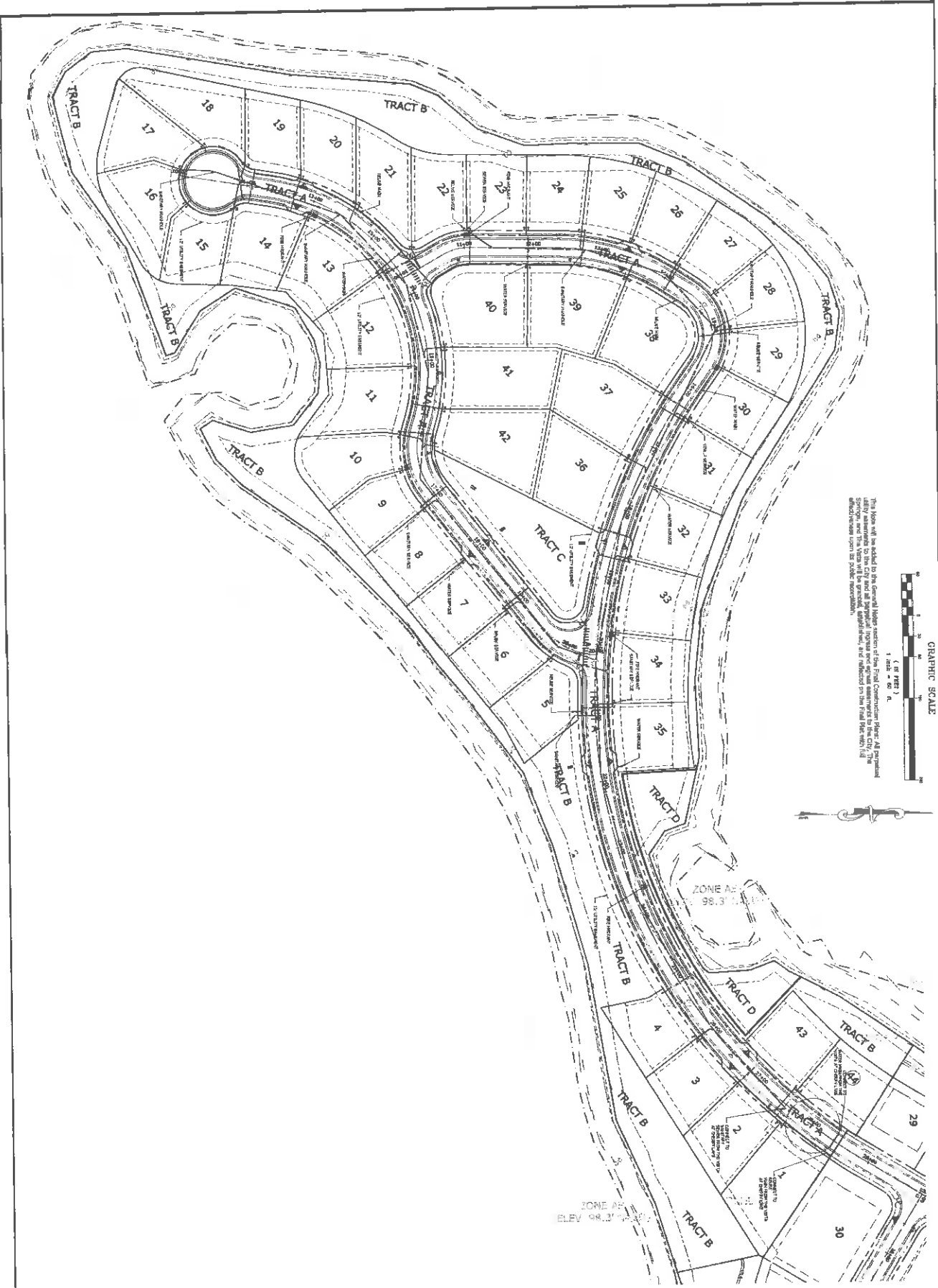
Preliminary Plat

**Detailed Site
Plan**

Plats not valid unless Signed,
Dated and Sealed below.

NO.	DATE	REVISIONS
1	12/03/14	1
2		2
3		3
4		4
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SHEET NUMBER
5 OF 9



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 6000 N. Lake Mary
 Suite 300
 Lake Mary, Florida 32746
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 Fax: 407-323-0705
 www.glsurvey.com

Redacted Development Group
 625 Waltham Ave.
 Orlando, FL 32809
 (407) 855-1136

The Cape at
Cherry Lake
 Groveland, Florida
Preliminary Plat

Detailed
Utility Plan

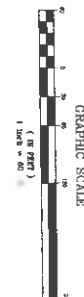
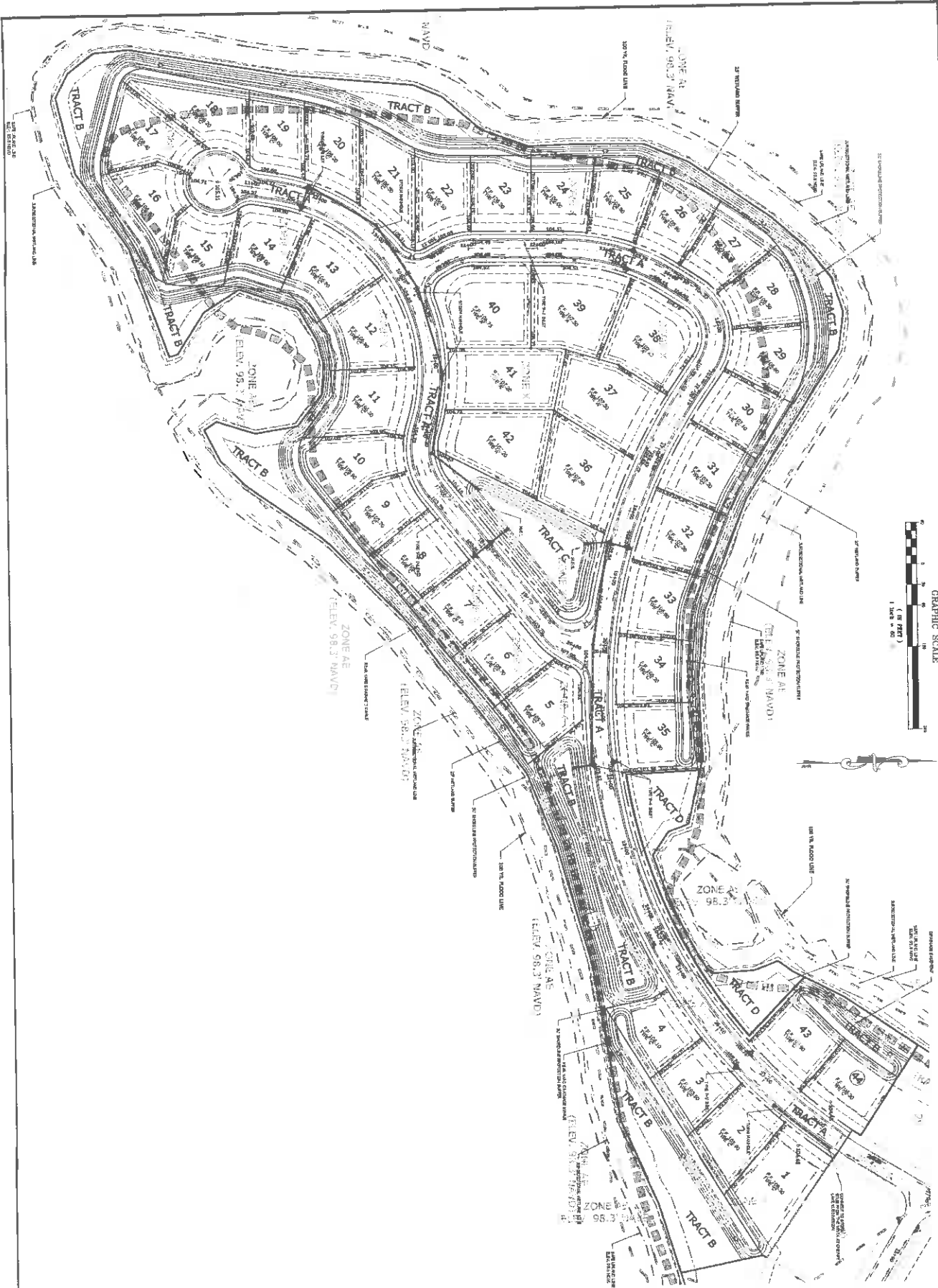
Please not valid unless Signed,
 Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
 Date: December 3, 2015
 P.E. Registration #58775
 Certificate of Authorization #29665

Revisions

No.	Date	Description
1		
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SHEET NUMBER
6 OF 9



G.L. SUMMITT
ENGINEERING, INC.
 Office: Lake Mary
 3667 Simonetta Place
 Lake Mary, Florida 32766
 Phone: 407-992-8650
 Fax: 407-992-8650
 Web: G.L. Summitt.com

Paul J. Jorgensen, Professional Engineer
 625 Waltham Ave.
 Orlando, FL 32809
 (407) 855-1156

**The Cape at
 Cherry Lake
 Groveland, Florida**

Preliminary Plat

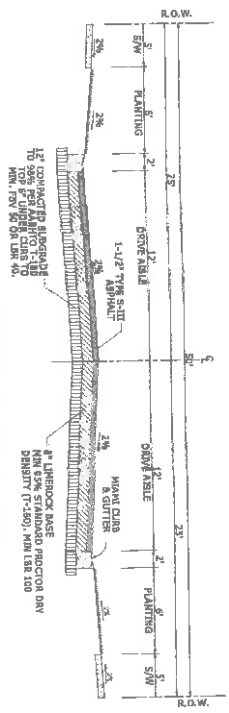
**Drainage &
 Grading Plan**

Plans not valid unless Signed,
 Dated and Sealed below.

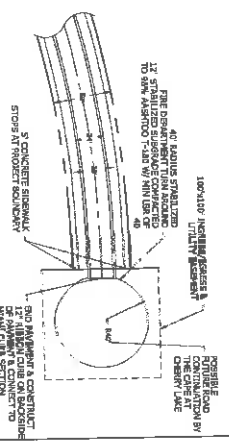
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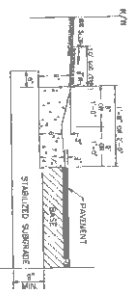
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7 OF 9



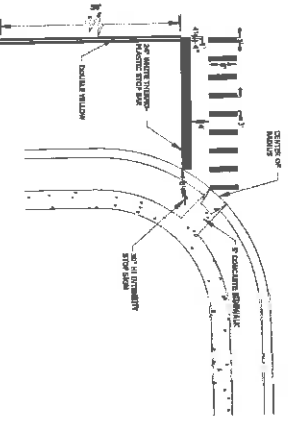
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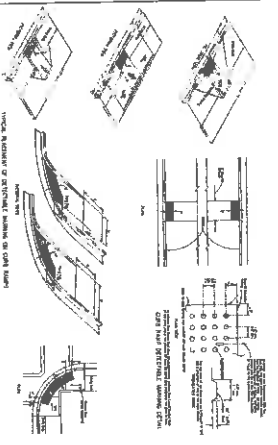
310 TEMPORARY CUL-DE-SAC DETAIL
N.T.S.



600 MIAMI CURB DETAIL
N.T.S.



100 STOP SIGN, STOP BAR & CROSSWALK
N.T.S.



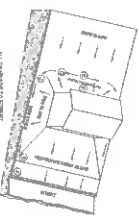
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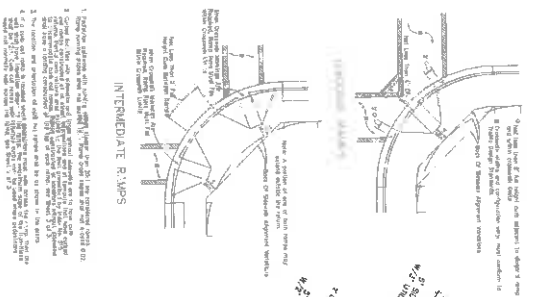


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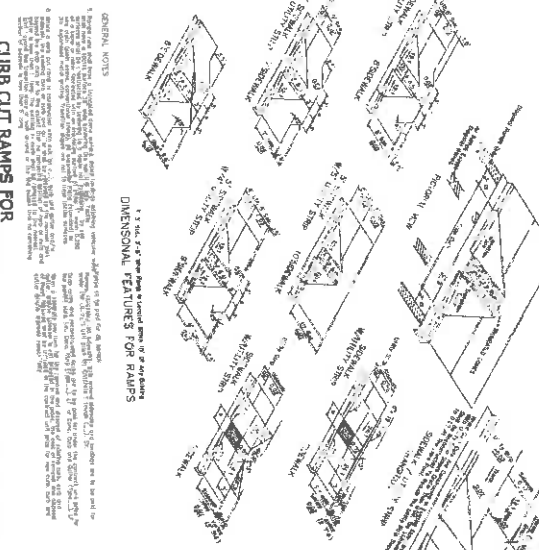


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LOT GRADING TYPE A

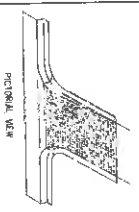
600 FHA LOT GRADING TYPES
N.T.S.



INTERMEDIATE RAMP



600 CURB CUT RAMPS FOR
LINEAR PEDESTRIAN TRAFFIC
N.T.S.



600 CURB CUT RAMPS FOR
LINEAR PEDESTRIAN TRAFFIC
N.T.S.

CURB CUT RAMPS
2 OF 3

Plans not valid unless signed,
dated and sealed below.

GEOPFREY L. SUMMITT, P.E.
Date: December 3, 2015
FL Registration #05773
Certificate of Authorization #29665

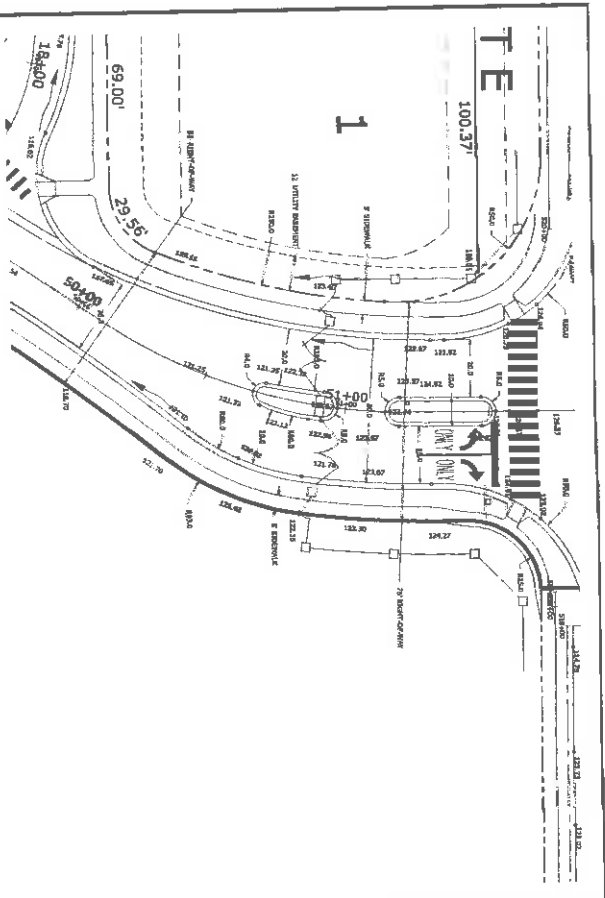
General
Details

Preliminary Plat
The Cape at
Cherry Lake
Cleveland Florida

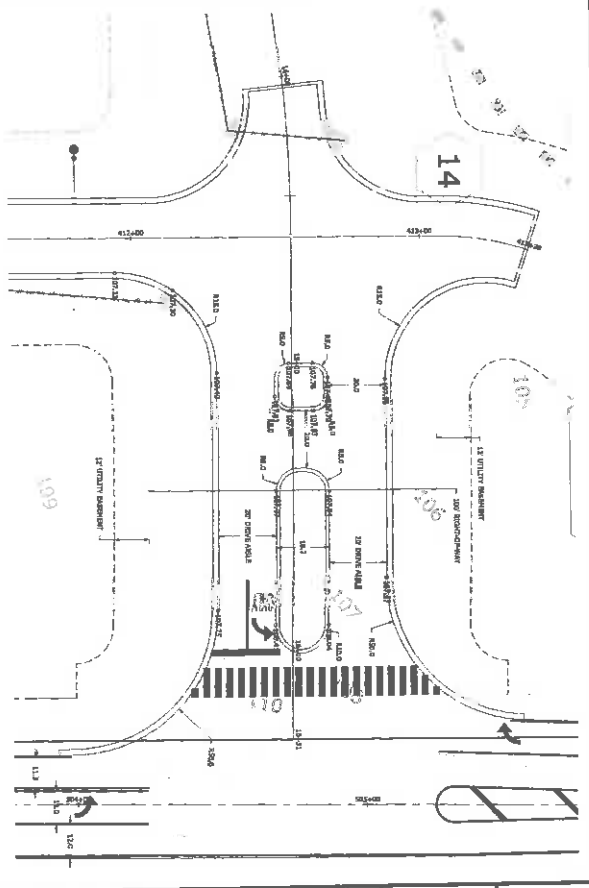
625 Waltham Ave.
Orlando, FL 32809
(407) 855-1156

G L SUMMITT
ENGINEERING INC.
Office: Lake Mary
2567 Shimmering Lakes
Avenue, Suite 3276
Lake Mary, FL 32756
Phone: 407-433-0705
Fax: 407-433-0800
www.gsummitt.com





1 NORTH ENTRANCE ROAD GEOMETRY DETAIL
1" = 20'



2 EAST ENTRANCE ROAD GEOMETRY DETAIL
1" = 20'



G. I. SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Silman Place
Lake Mary, Florida 32746
Phone: 407-982-4650
Fax: 407-982-4650
www.gisummitt.com

Paul J. Summitt, P.E.
625 Waltham Ave.
Orlando, FL 32809
(407) 855-1136

**The Cape at
Cherry Lake**
GroveLand, Florida
Preliminary Plat

**General
Details 2**

Plans not valid unless Signed,
Dated and Sealed below.
GEOFFREY L. SUMMITT, P.E.
Date: December 1, 2015
FL Registration #057715
Certificate of Authorization #29665

Revisions	
1	10/1/15
2	10/1/15
3	10/1/15
4	10/1/15
5	10/1/15
6	10/1/15
7	10/1/15
8	10/1/15
9	10/1/15
10	10/1/15

SHEET NUMBER
9 OF 9



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016
--

AGENDA ITEM:	Preliminary Plat – Vista at Cherry Lake
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Ryan Berger, Community Development Director
DATE:	February 8, 2016

BACKGROUND:

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- 48 homes
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"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

The Vista at Cherry Lake Preliminary Plat

City of Groveland, Florida

December 3, 2015

Parcel I.D. # 03-22-25-0003-000-00-200

for

Red Jacket

Development

Project Team



by

G L SUMMITT — ENGINEERING INC —

Utilities

Drinking Water

City of Groveland
196 S. Lake Avenue
Groveland, FL 34716
Ph: (352) 459-0237

Garbage Disposal

Volusia Broomfield
109 S. Lake Avenue
Groveland, FL 34716
Ph: (352) 351-8866

Waste Water

City of Groveland
196 S. Lake Avenue
Groveland, FL 34716
Ph: (352) 459-0237

Electric

City of Groveland
3250 Highway 17
Lake Wales, FL 33853
Ph: (407) 827-1750

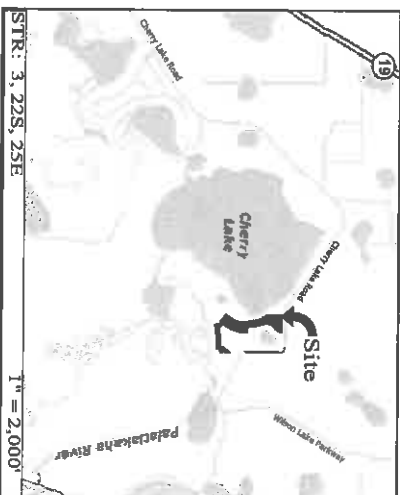
Phone

Volusia
2300 Highway 17
Lake Wales, FL 33853
Ph: (407) 814-5951

Cable

Brightline
2251 E. Main Way
Lake Wales, FL 33853
Ph: (407) 215-5505

Location Map



Drawing Index

No.	Title	Revised
1	Coversheet	12-02-15
2	Synopsis & Abbreviations	12-02-15
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6	Detailed Utility Plan	12-02-15
7	Detailed Grading & Drainage Plan	12-02-15
8-9	General Details	12-02-15

Coversheet

Plots not valid unless Signed,
Dated and Sealed below:

GROFFREY L. SUMMITT, P.E.
Date: December 2, 2015
FL Registration #58775
Certificate of Authorization #2665

Revisions

No.	Description
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SHEET NUMBER
1 OF 9



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ENGINEERING INC—
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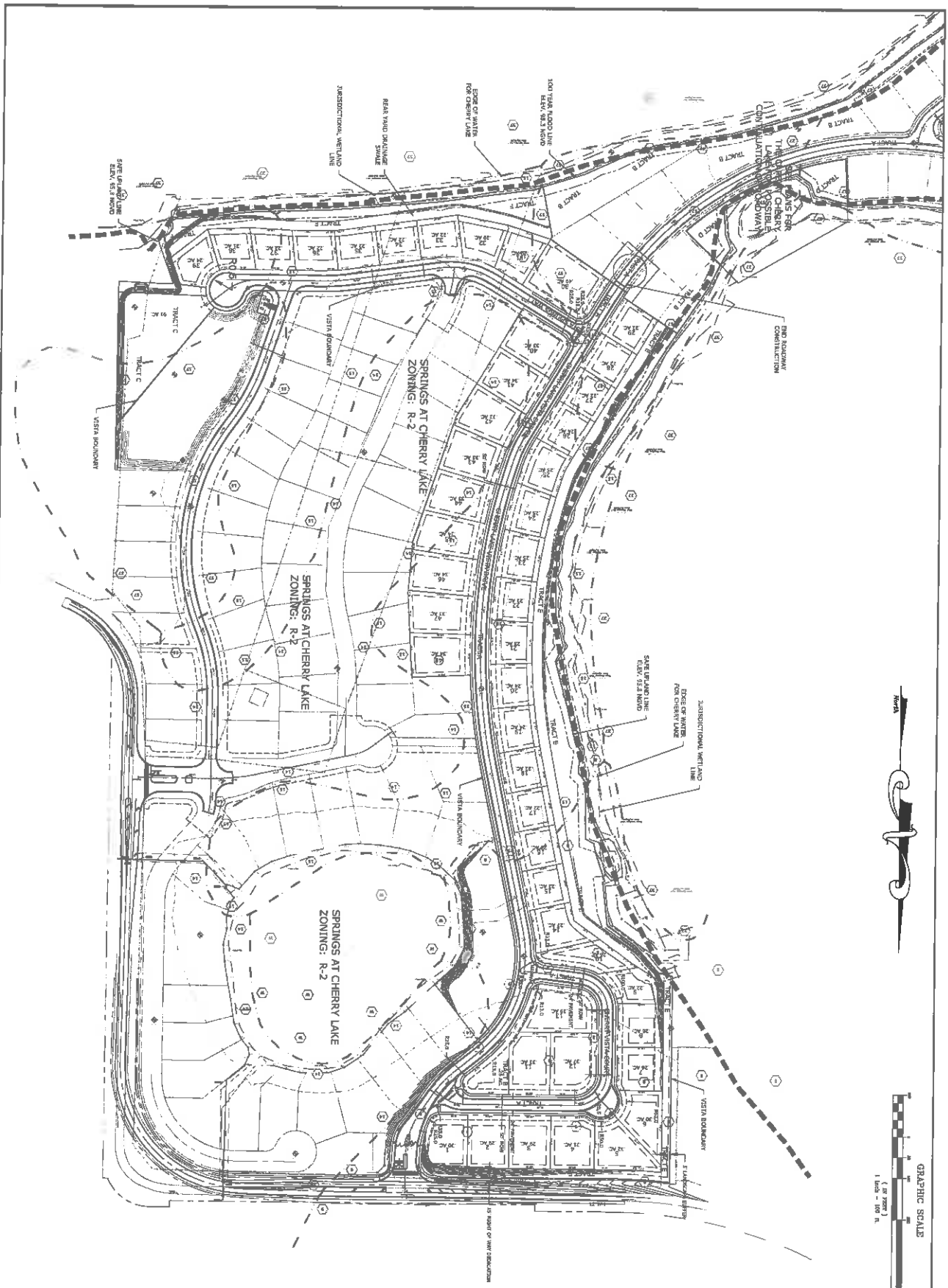
The Vista at
Cherry Lake
Groveland, Florida

Preliminary Plat

ABBREVIATIONS

A	ALUMINUM	P	PIPE
B	BUILDING	R	REINFORCED CONCRETE
C	CONCRETE	S	SEWER
D	DRAINAGE	T	TRUNK
E	ELECTRIC	U	UNDERGROUND
F	FOUNDATION	V	VALVE
G	GRASS	W	WATER
H	HIGHWAY	X	CROSS
I	IRON	Y	YARD
J	JUNCTION	Z	ZONE
K	KITCHEN	AA	ALUMINUM ANGLE
L	LOAD	AB	ALUMINUM BRACKET
M	MASONRY	AC	ALUMINUM CHANNEL
N	NAIL	AD	ALUMINUM DOWEL
O	OPENING	AE	ALUMINUM END PLATE
P	PIPE	AF	ALUMINUM FITTING
Q	QUANTITY	AG	ALUMINUM GROUND ANGLE
R	REINFORCED CONCRETE	AH	ALUMINUM HANGER
S	SEWER	AI	ALUMINUM INSULATOR
T	TRUNK	AJ	ALUMINUM JOINT
U	UNDERGROUND	AK	ALUMINUM KNUCKLE
V	VALVE	AL	ALUMINUM LATCH
W	WATER	AM	ALUMINUM MOUNTING PLATE
X	CROSS	AN	ALUMINUM NUT
Y	YARD	AO	ALUMINUM O-RING
Z	ZONE	AP	ALUMINUM PLATE
AA	ALUMINUM ANGLE	AQ	ALUMINUM QUANTITY
AB	ALUMINUM BRACKET	AR	ALUMINUM RAIL
AC	ALUMINUM CHANNEL	AS	ALUMINUM SLEEVE
AD	ALUMINUM DOWEL	AT	ALUMINUM TIE
AE	ALUMINUM END PLATE	AU	ALUMINUM U-BOLT
AF	ALUMINUM FITTING	AV	ALUMINUM VALVE
AG	ALUMINUM GROUND ANGLE	AW	ALUMINUM WELD
AH	ALUMINUM HANGER	AX	ALUMINUM X-RAY
AI	ALUMINUM INSULATOR	AY	ALUMINUM YARD
AJ	ALUMINUM JOINT	AZ	ALUMINUM ZONE
AK	ALUMINUM KNUCKLE	BA	BALANCE
AL	ALUMINUM LATCH	BB	BALANCE BRACKET
AM	ALUMINUM MOUNTING PLATE	BC	BALANCE CHANNEL
AN	ALUMINUM NUT	BD	BALANCE DOWEL
AO	ALUMINUM O-RING	BE	BALANCE END PLATE
AP	ALUMINUM PLATE	BF	BALANCE FITTING
AQ	ALUMINUM QUANTITY	BG	BALANCE GROUND ANGLE
AR	ALUMINUM RAIL	BH	BALANCE HANGER
AS	ALUMINUM SLEEVE	BI	BALANCE INSULATOR
AT	ALUMINUM TIE	BJ	BALANCE JOINT
AU	ALUMINUM U-BOLT	BK	BALANCE KNUCKLE
AV	ALUMINUM VALVE	BL	BALANCE LATCH
AW	ALUMINUM WELD	BM	BALANCE MOUNTING PLATE
AX	ALUMINUM X-RAY	BN	BALANCE NUT
AY	ALUMINUM YARD	BO	BALANCE O-RING
AZ	ALUMINUM ZONE	BP	BALANCE PLATE
BA	BALANCE	BQ	BALANCE QUANTITY
BB	BALANCE BRACKET	BR	BALANCE RAIL
BC	BALANCE CHANNEL	BS	BALANCE SLEEVE
BD	BALANCE DOWEL	BT	BALANCE TIE
BE	BALANCE END PLATE	BU	BALANCE U-BOLT
BF	BALANCE FITTING	BV	BALANCE VALVE
BG	BALANCE GROUND ANGLE	BW	BALANCE WELD
BH	BALANCE HANGER	BX	BALANCE X-RAY
BI	BALANCE INSULATOR	BY	BALANCE YARD
BJ	BALANCE JOINT	BZ	BALANCE ZONE
BK	BALANCE KNUCKLE	CA	CALCULATE
BL	BALANCE LATCH	CB	CALCULATE BRACKET
BM	BALANCE MOUNTING PLATE	CC	CALCULATE CHANNEL
BN	BALANCE NUT	CD	CALCULATE DOWEL
BO	BALANCE O-RING	CE	CALCULATE END PLATE
BP	BALANCE PLATE	CF	CALCULATE FITTING
BQ	BALANCE QUANTITY	CG	CALCULATE GROUND ANGLE
BR	BALANCE RAIL	CH	CALCULATE HANGER
BS	BALANCE SLEEVE	CI	CALCULATE INSULATOR
BT	BALANCE TIE	CJ	CALCULATE JOINT
BU	BALANCE U-BOLT	CK	CALCULATE KNUCKLE
BV	BALANCE VALVE	CL	CALCULATE LATCH
BW	BALANCE WELD	CM	CALCULATE MOUNTING PLATE
BX	BALANCE X-RAY	CN	CALCULATE NUT
BY	BALANCE YARD	CO	CALCULATE O-RING
BZ	BALANCE ZONE	CP	CALCULATE PLATE
CA	CALCULATE	CQ	CALCULATE QUANTITY
CB	CALCULATE BRACKET	CR	CALCULATE RAIL
CC	CALCULATE CHANNEL	CS	CALCULATE SLEEVE
CD	CALCULATE DOWEL	CT	CALCULATE TIE
CE	CALCULATE END PLATE	CU	CALCULATE U-BOLT
CF	CALCULATE FITTING	CV	CALCULATE VALVE
CG	CALCULATE GROUND ANGLE	CW	CALCULATE WELD
CH	CALCULATE HANGER	CX	CALCULATE X-RAY
CI	CALCULATE INSULATOR	CY	CALCULATE YARD
CJ	CALCULATE JOINT	CZ	CALCULATE ZONE
CK	CALCULATE KNUCKLE	DA	DRAWING
CL	CALCULATE LATCH	DB	DRAWING BRACKET
CM	CALCULATE MOUNTING PLATE	DC	DRAWING CHANNEL
CN	CALCULATE NUT	DD	DRAWING DOWEL
CO	CALCULATE O-RING	DE	DRAWING END PLATE
CP	CALCULATE PLATE	DF	DRAWING FITTING
CQ	CALCULATE QUANTITY	DG	DRAWING GROUND ANGLE
CR	CALCULATE RAIL	DH	DRAWING HANGER
CS	CALCULATE SLEEVE	DI	DRAWING INSULATOR
CT	CALCULATE TIE	DJ	DRAWING JOINT
CU	CALCULATE U-BOLT	DK	DRAWING KNUCKLE
CV	CALCULATE VALVE	DL	DRAWING LATCH
CW	CALCULATE WELD	DM	DRAWING MOUNTING PLATE
CX	CALCULATE X-RAY	DN	DRAWING NUT
CY	CALCULATE YARD	DO	DRAWING O-RING
CZ	CALCULATE ZONE	DP	DRAWING PLATE
DA	DRAWING	DQ	DRAWING QUANTITY
DB	DRAWING BRACKET	DR	DRAWING RAIL
DC	DRAWING CHANNEL	DS	DRAWING SLEEVE
DD	DRAWING DOWEL	DT	DRAWING TIE
DE	DRAWING END PLATE	DU	DRAWING U-BOLT
DF	DRAWING FITTING	DV	DRAWING VALVE
DG	DRAWING GROUND ANGLE	DW	DRAWING WELD
DH	DRAWING HANGER	DX	DRAWING X-RAY
DI	DRAWING INSULATOR	DY	DRAWING YARD
DJ	DRAWING JOINT	DZ	DRAWING ZONE
DK	DRAWING KNUCKLE	EA	ELECTRIC
DL	DRAWING LATCH	EB	ELECTRIC BRACKET
DM	DRAWING MOUNTING PLATE	EC	ELECTRIC CHANNEL
DN	DRAWING NUT	ED	ELECTRIC DOWEL
DO	DRAWING O-RING	EE	ELECTRIC END PLATE
DP	DRAWING PLATE	EF	ELECTRIC FITTING
DQ	DRAWING QUANTITY	EG	ELECTRIC GROUND ANGLE
DR	DRAWING RAIL	EH	ELECTRIC HANGER
DS	DRAWING SLEEVE	EI	ELECTRIC INSULATOR
DT	DRAWING TIE	EJ	ELECTRIC JOINT
DU	DRAWING U-BOLT	EK	ELECTRIC KNUCKLE
DV	DRAWING VALVE	EL	ELECTRIC LATCH
DW	DRAWING WELD	EM	ELECTRIC MOUNTING PLATE
DX	DRAWING X-RAY	EN	ELECTRIC NUT
DY	DRAWING YARD	EO	ELECTRIC O-RING
DZ	DRAWING ZONE	EP	ELECTRIC PLATE
EA	ELECTRIC	EQ	ELECTRIC QUANTITY
EB	ELECTRIC BRACKET	ER	ELECTRIC RAIL
EC	ELECTRIC CHANNEL	ES	ELECTRIC SLEEVE
ED	ELECTRIC DOWEL	ET	ELECTRIC TIE
EE	ELECTRIC END PLATE	EU	ELECTRIC U-BOLT
EF	ELECTRIC FITTING	EV	ELECTRIC VALVE
EG	ELECTRIC GROUND ANGLE	EW	ELECTRIC WELD
EH	ELECTRIC HANGER	EX	ELECTRIC X-RAY
EI	ELECTRIC INSULATOR	EY	ELECTRIC YARD
EJ	ELECTRIC JOINT	EZ	ELECTRIC ZONE
EK	ELECTRIC KNUCKLE	FA	FLOOR
EL	ELECTRIC LATCH	FB	FLOOR BRACKET
EM	ELECTRIC MOUNTING PLATE	FC	FLOOR CHANNEL
EN	ELECTRIC NUT	FD	FLOOR DOWEL
EO	ELECTRIC O-RING	FE	FLOOR END PLATE
EP	ELECTRIC PLATE	FF	FLOOR FITTING
EQ	ELECTRIC QUANTITY	FG	FLOOR GROUND ANGLE
ER	ELECTRIC RAIL	FH	FLOOR HANGER
ES	ELECTRIC SLEEVE	FI	FLOOR INSULATOR
ET	ELECTRIC TIE	FJ	FLOOR JOINT
EU	ELECTRIC U-BOLT	FK	FLOOR KNUCKLE
EV	ELECTRIC VALVE	FL	FLOOR LATCH
EW	ELECTRIC WELD	FM	FLOOR MOUNTING PLATE
EX	ELECTRIC X-RAY	FN	FLOOR NUT
EY	ELECTRIC YARD	FO	FLOOR O-RING
EZ	ELECTRIC ZONE	FP	FLOOR PLATE
FA	FLOOR	FQ	FLOOR QUANTITY
FB	FLOOR BRACKET	FR	FLOOR RAIL
FC	FLOOR CHANNEL	FS	FLOOR SLEEVE
FD	FLOOR DOWEL	FT	FLOOR TIE
FE	FLOOR END PLATE	FU	FLOOR U-BOLT
FF	FLOOR FITTING	FV	FLOOR VALVE
FG	FLOOR GROUND ANGLE	FW	FLOOR WELD
FH	FLOOR HANGER	FX	FLOOR X-RAY
FI	FLOOR INSULATOR	FY	FLOOR YARD
FJ	FLOOR JOINT	FZ	FLOOR ZONE
FK	FLOOR KNUCKLE	GA	GAS
FL	FLOOR LATCH	GB	GAS BRACKET
FM	FLOOR MOUNTING PLATE	GC	GAS CHANNEL
FN	FLOOR NUT	GD	GAS DOWEL
FO	FLOOR O-RING	GE	GAS END PLATE
FP	FLOOR PLATE	GF	GAS FITTING
FQ	FLOOR QUANTITY	GG	GAS GROUND ANGLE
FR	FLOOR RAIL	GH	GAS HANGER
FS	FLOOR SLEEVE	GI	GAS INSULATOR
FT	FLOOR TIE	GJ	GAS JOINT
FU	FLOOR U-BOLT	GK	GAS KNUCKLE
FV	FLOOR VALVE	GL	GAS LATCH
FW	FLOOR WELD	GM	GAS MOUNTING PLATE
FX	FLOOR X-RAY	GN	GAS NUT
FY	FLOOR YARD	GO	GAS O-RING
FZ	FLOOR ZONE	GP	GAS PLATE
GA	GAS	GQ	GAS QUANTITY
GB	GAS BRACKET	GR	GAS RAIL
GC	GAS CHANNEL	GS	GAS SLEEVE
GD	GAS DOWEL	GT	GAS TIE
GE	GAS END PLATE	GU	GAS U-BOLT
GF	GAS FITTING	GV	GAS VALVE
GG	GAS GROUND ANGLE	GW	GAS WELD
GH	GAS HANGER	GX	GAS X-RAY
GI	GAS INSULATOR	GY	GAS YARD
GJ	GAS JOINT	GZ	GAS ZONE
GK	GAS KNUCKLE	HA	HAND
GL	GAS LATCH	HB	HAND BRACKET
GM	GAS MOUNTING PLATE	HC	HAND CHANNEL
GN	GAS NUT	HD	HAND DOWEL
GO	GAS O-RING	HE	HAND END PLATE
GP	GAS PLATE	HF	HAND FITTING
GQ	GAS QUANTITY	HG	HAND GROUND ANGLE
GR	GAS RAIL	HH	HAND HANGER
GS	GAS SLEEVE	HI	HAND INSULATOR
GT	GAS TIE	HJ	HAND JOINT
GU	GAS U-BOLT	HK	HAND KNUCKLE
GV	GAS VALVE	HL	HAND LATCH
GW	GAS WELD	HM	HAND MOUNTING PLATE
GX	GAS X-RAY	HN	HAND NUT
GY	GAS YARD	HO	HAND O-RING
GZ	GAS ZONE	HP	HAND PLATE
HA	HAND	HQ	HAND QUANTITY
HB	HAND BRACKET	HR	HAND RAIL
HC	HAND CHANNEL	HS	HAND SLEEVE
HD	HAND DOWEL	HT	HAND TIE
HE	HAND END PLATE	HU	HAND U-BOLT
HF	HAND FITTING	HV	HAND VALVE
HG	HAND GROUND ANGLE	HW	HAND WELD
HH	HAND HANGER	HX	HAND X-RAY
HI	HAND INSULATOR	HY	HAND YARD
HJ	HAND JOINT	HZ	HAND ZONE
HK	HAND KNUCKLE	IA	IRON
HL	HAND LATCH	IB	IRON BRACKET
HM	HAND MOUNTING PLATE	IC	IRON CHANNEL
HN	HAND NUT	ID	IRON DOWEL
HO	HAND O-RING	IE	IRON END PLATE
HP	HAND PLATE	IF	IRON FITTING
HQ	HAND QUANTITY	IG	IRON GROUND ANGLE
HR	HAND RAIL	IH	IRON HANGER
HS	HAND SLEEVE	II	IRON INSULATOR
HT	HAND TIE	IJ	IRON JOINT
HU	HAND U-BOLT	IK	IRON KNUCKLE
HV	HAND VALVE	IL	IRON LATCH
HW	HAND WELD	IM	IRON MOUNTING PLATE
HX	HAND X-RAY	IN	IRON NUT
HY	HAND YARD	IO	IRON O-RING
HZ	HAND ZONE	IP	IRON PLATE
IA	IRON	IQ	IRON QUANTITY
IB	IRON BRACKET	IR	IRON RAIL
IC	IRON CHANNEL	IS	IRON SLEEVE
ID	IRON DOWEL	IT	IRON TIE
IE	IRON END PLATE	IU	IRON U-BOLT
IF	IRON FITTING	IV	IRON VALVE
IG	IRON GROUND ANGLE	IW	IRON WELD
IH	IRON HANGER	IX	IRON X-RAY
II	IRON INSULATOR	IY	IRON YARD
IJ	IRON JOINT	IZ	IRON ZONE
IK	IRON KNUCKLE	JA	JUNCTION
IL	IRON LATCH	JB	JUNCTION BRACKET
IM	IRON MOUNTING PLATE	JC	JUNCTION CHANNEL
IN	IRON NUT	JD	JUNCTION DOWEL
IO	IRON O-RING	JE	JUNCTION END PLATE
IP	IRON PLATE	JF	JUNCTION FITTING
IQ	IRON QUANTITY	JG	JUNCTION GROUND ANGLE
IR	IRON RAIL	JH	JUNCTION HANGER
IS	IRON SLEEVE	JI	JUNCTION INSULATOR
IT	IRON TIE	JJ	JUNCTION JOINT
IU	IRON U-BOLT	JK	JUNCTION KNUCKLE
IV	IRON VALVE	JL	JUNCTION LATCH
IW	IRON WELD	JM	JUNCTION MOUNTING PLATE
IX	IRON X-RAY	JN	JUNCTION NUT
IY	IRON YARD	JO	JUNCTION O-RING
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JC	JUNCTION CHANNEL	JS	JUNCTION SLEEVE
JD	JUNCTION DOWEL	JT	JUNCTION TIE
JE	JUNCTION END PLATE	JU	JUNCTION U-BOLT
JF	JUNCTION FITTING	JV	JUNCTION VALVE
JG	JUNCTION GROUND ANGLE	JW	JUNCTION WELD
JH	JUNCTION HANGER	JX	JUNCTION X-RAY
JI	JUNCTION INSULATOR	JY	JUNCTION YARD
JJ	JUNCTION JOINT	JZ	JUNCTION ZONE
JK	JUNCTION KNUCKLE	KA	KITCHEN
JL	JUNCTION LATCH	KB	KITCHEN BRACKET
JM	JUNCTION MOUNTING PLATE	KC	KITCHEN CHANNEL
JN	JUNCTION NUT	KD	KITCHEN DOWEL
JO	JUNCTION O-RING	KE	KITCHEN END PLATE
JP	JUNCTION PLATE	KF	KITCHEN FITTING
JQ	JUNCTION QUANTITY	KG	KITCHEN GROUND ANGLE
JR	JUNCTION RAIL	KH	KITCHEN HANGER
JS	JUNCTION SLEEVE	KI	KITCHEN INSULATOR
JT	JUNCTION TIE	KJ	

		G. L. SUMMITT, INC. ENGINEERING INC. Office: Lake Mary 3607 Shalimar Place Lake Mary, FL 32746 Phone: 407-553-7000 Fax: 407-595-0650 www.glsinc.com	
		Real Estate Development Group 625 Waltham Ave. Orlando, FL 32809 (407) 855-1136	
The Vista at Cherry Lake Groveland, Florida		Combined Site Plan	
Preliminary Plat		---	
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GEOFFREY L. SUMMITT, P.E. Date: <u>December 2, 2015</u> Fl. Registration #58775 Certificate of Authorization #29065			
Revisions			
No.	Date	Description	By
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**The Vista at
Cherry Lake**
Groveland, Florida

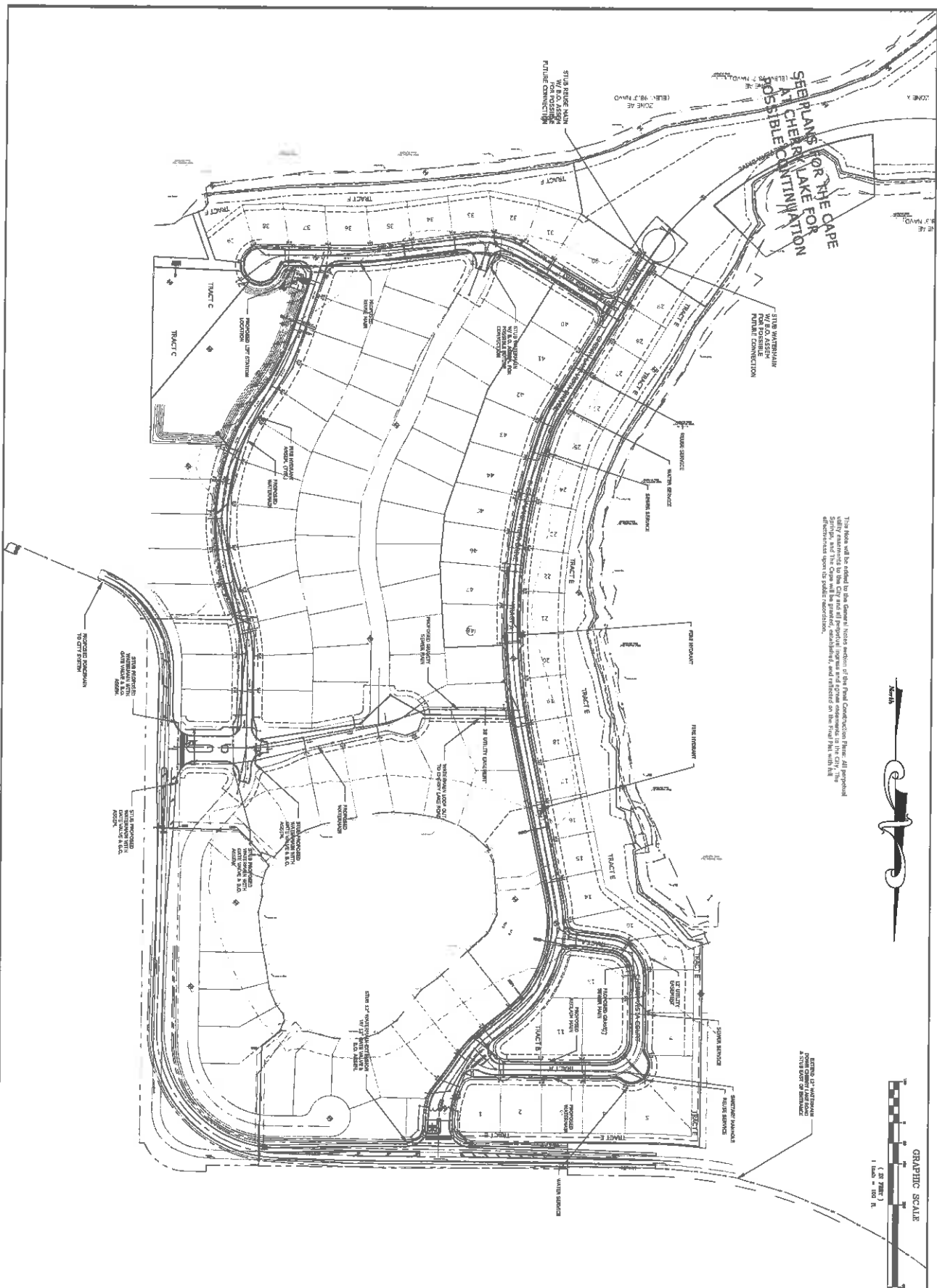
Preliminary Plat


**Detailed Site
Plan**

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GLOFFREY L. SUMMITT, P.E.
Date: December 2, 2014
FL Registration #58778
Certificate of Authorization #20665

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The Vista at Cherry Lake
Groveland, Florida
Preliminary Plat

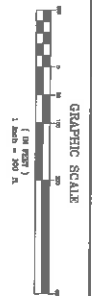
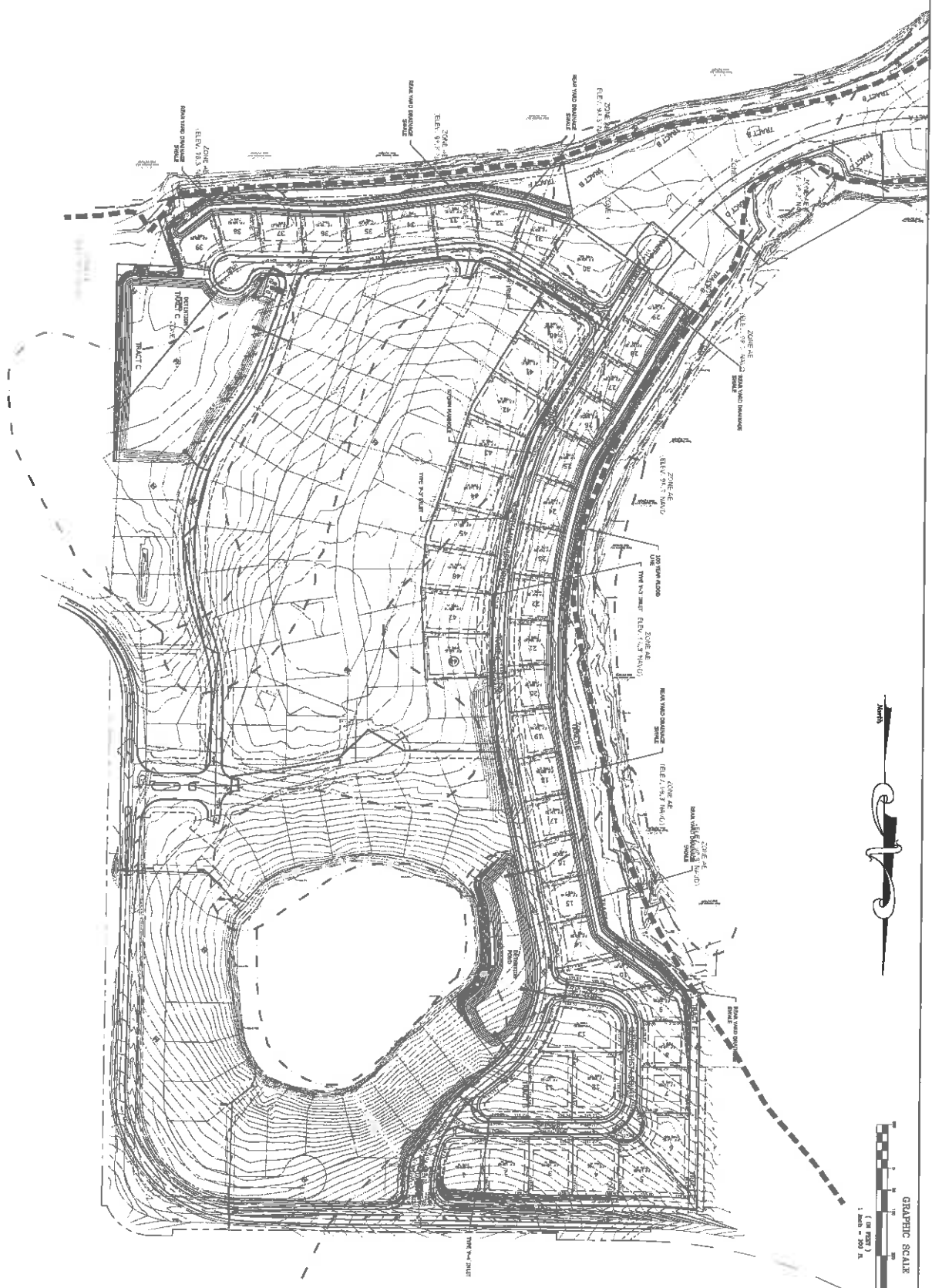
Detailed Utility Plan

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GEOFFREY L. SUMMITT, P.E.
Date: December 2, 2015
FL Registration #59775
Certificate of Authorization #20665

Revisions

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Orlando, FL 32809
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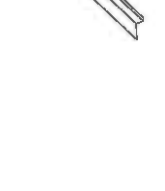
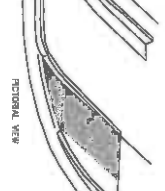
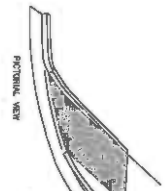
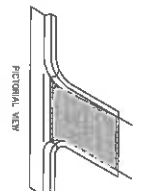
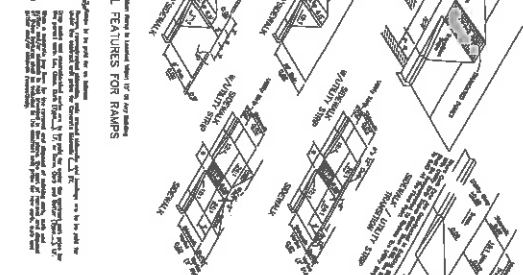
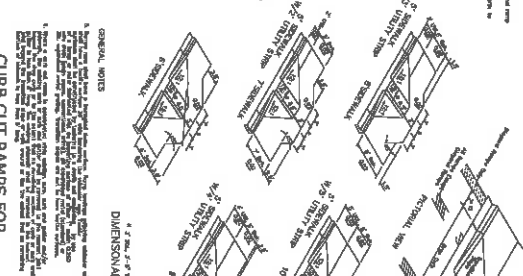
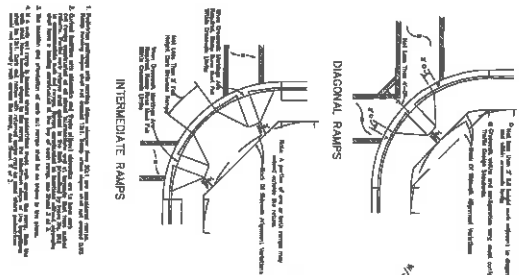
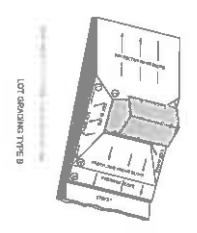
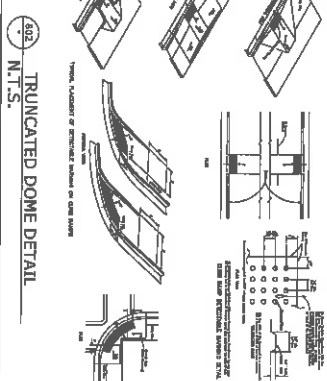
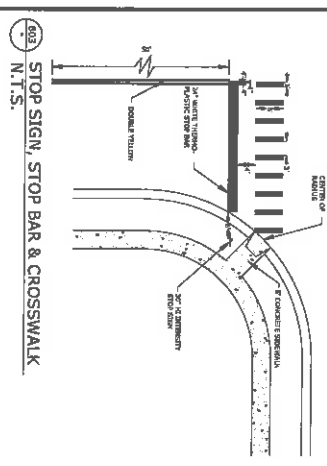
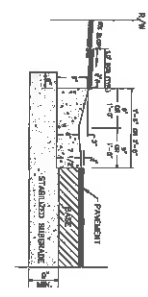
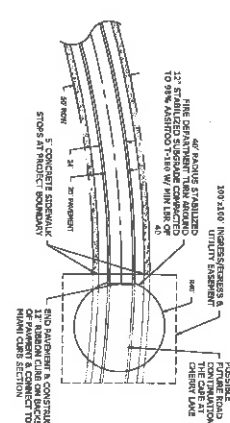
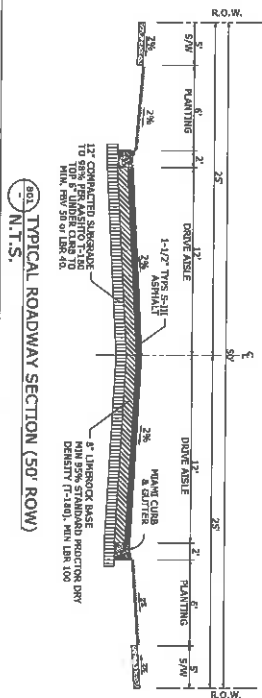
The Vista at
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Groveland, Florida
Preliminary Plat

Detailed
Grading &
Drainage Plan

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GEOFFREY L. SUMMITT, P.E.
Date: December 2, 2015
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Cherry Lake
Groveand, Florida
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Certificate of Authorization #23664

Revisions

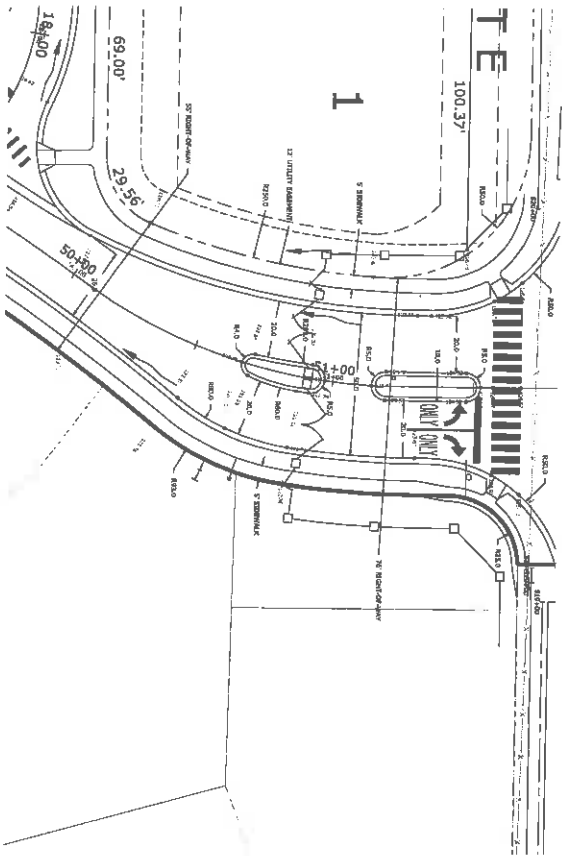
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SHEET NUMBER

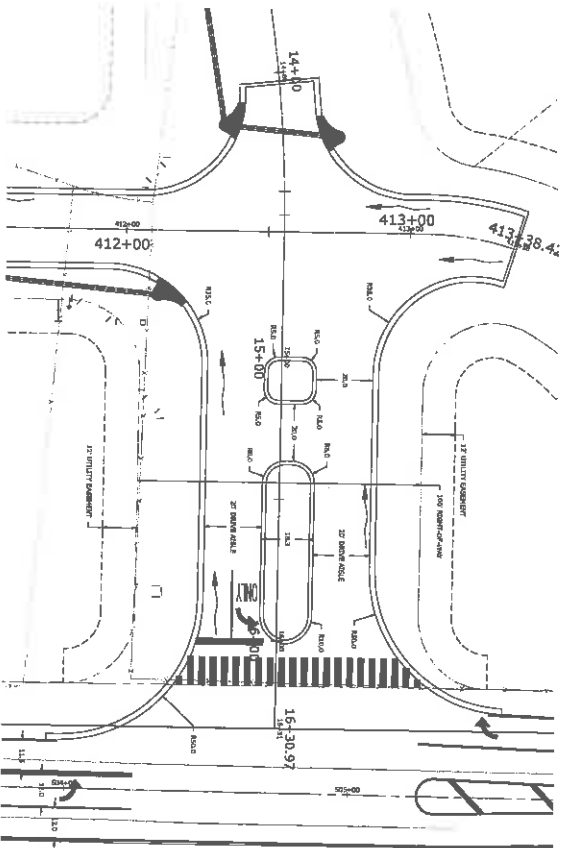
8 OF 9

DATE

12/2/2015



500 NORTH ENTRANCE ROAD GEOMETRY DETAIL
1" = 20'



501 EAST ENTRANCE ROAD GEOMETRY DETAIL
1" = 20'



G. I. SUMMITT
ENGINEERING INC.
1607 Summit Place
Office: Lake Mary
1607 Summit Place
Lake Mary, FL 32746
Phone: 407-234-0700
Fax: 407-492-8650
www.gisummitt.com

McLester Development Group
625 Waltham Ave.
Orlando, FL 32809
(407) 855-1156

The Vista at
Cherry Lake
Groveland, Florida

General
Details 2

Plans not valid unless Signed,
Dated and Sealed below:

GROFFREY L. SUMMITT, P.E.
Date: December 2, 2015
FL Registration #58775
Certificate of Authorization #29665

Revisions	
No.	Description
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SHEET NUMBER
9 OF 9



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016

AGENDA ITEM: Centrex Homes Agreement Termination

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 22, 2016

BACKGROUND:

In 2007 Centrex homes planned on developing the project now called The Preserve at Sunrise. At the time, the developer would not build at least 10% of the homes within the subdivision at an affordable rate and opted to pay into the Affordable Housing Trust Fund.

The new developer and builder will be meeting this requirement therefore making the previous agreement null and void.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

CFN 2007010061
Bk 03353 Pgs 0900 - 9051 (60pgs)
DATE: 01/23/2007 08:55:19 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50

Prepared by:
Anita R. Geraci, Esq.
GrayRobinson P.A.
1635 E. Hwy 50, Suite 300
Clermont, Florida 34711

Return to:
Teresa Greenham
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

CITY OF GROVELAND AND CENTEX HOMES AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of January, 2007, by and between the CITY OF GROVELAND, FLORIDA, a municipal corporation created under the laws of the State of Florida (hereinafter "CITY"), and CENTEX HOMES, a Nevada general partnership (hereinafter "DEVELOPER").

RECITALS

A. DEVELOPER owns certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein and hereafter referred to as the Property. The Property is zoned PUD pursuant to City of Groveland Ordinance 2005-08-37.

B. The Concept Plan approved for the Property consists, in part, of the following elements: single-family detached homes, villas, townhomes and recreation.

C. In approving the PUD zoning for the Property, the CITY included a requirement that DEVELOPER make a contribution to the Housing Trust to be applied towards the provision of off-site affordable housing.

D. DEVELOPER acknowledges that affordable housing within the City of Groveland is a vital part of any thriving and successful municipality and agrees to contribute financially towards off-site affordable housing in accordance with this Agreement.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions. The parties agree that, in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Agreement" means this City of Groveland and Centex Homes Affordable Housing Agreement, as it may from time to time be modified.

2.2 "CITY" means the City of Groveland, a municipal corporation created under the laws of the State of Florida.

2.3 "Property" means the land described in Exhibit "A".

2.4 "Housing Trust" means the Affordable Housing Trust Fund provided for in Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland implemented after approval of City of Groveland Ordinance 2005-08-37.

2.5 "Maximum Affordable Sales Price" has the same meaning as set forth in City of Groveland Ordinance 2005-08-37.

Section 3. Units. DEVELOPER intends to (and is approved to) construct a total of three hundred ninety eight (398) residential units with various lot sizes ranging from 50 to 69 feet in width, 70 to 89 feet in width, and in excess of 89 feet in width. The median sales price of each of the residential units is expected to exceed two hundred twenty five percent (225%) of the Maximum Affordable Sales Price. Therefore, Twenty Five Thousand Dollars (\$25,000) per applicable residential unit is the required contribution from DEVELOPER.

Section 4. Applicability of Contribution. The contribution required to be paid pursuant to City of Groveland Ordinance 2005-08-37 applies to ten percent (10%) of the total units constructed on the Property. However, DEVELOPER has requested and CITY has agreed that DEVELOPER may pay a portion of the contribution on each of the 398 residential units, rather than paying lump sum payments of \$25,000 each on forty (40) (i.e., 10%) of the total units.

Section 5. Payments Due. DEVELOPER shall pay to CITY, for deposit into the Affordable Housing Trust Fund, a total affordable housing contribution for all of the said 398 residential units in the amount of One Million Dollars (\$1,000,000), in installments as provided in this Section 5. Payment for each residential unit shall be made at the time a building permit is issued for that unit by CITY. The amount due for each lot is based on the lot size which is set forth as follows:

Lot Counts	Lot Sizes	Payment Per Lot	Total Payments
168	50' - 69'	\$2,100.00	\$352,800
191	70' - 89'	\$2,700.00	515,700
39	Over 89'	\$3,371.80	131,500
398			\$1,000,000

Section 6. Covenant Running with Land. This Agreement is a covenant running with the Property and shall bind the lot owners, successors, assigns, heirs or vendees of DEVELOPER. This Agreement shall be recorded in the Public Records of Lake County,

Florida. The foregoing to the contrary notwithstanding, automatically upon the payment of the per-lot affordable housing contribution as to each residential unit in accordance with this Agreement, the said residential unit shall be released forever from this Agreement. Although no further action or documentation shall be necessary for the said automatic release to take effect, CITY agrees to execute and deliver a specific release, in recordable form, upon request by DEVELOPER.

Section 7. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or by overnight delivery service, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

Notices to DEVELOPER: Centex Homes
2301 Lucien Way, Suite 400
Maitland, Florida 32751
Attention: Patrick J. Knight, Division President

With a copy to: Centex Homes
1064 Greenwood Boulevard, Suite 212
Lake Mary, Florida 32746
Attention: Karen Ward Procell, Esq.,
Division General Counsel

Notices to CITY: City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
Attention: Ralph Hester, City Manager

Section 8. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 9. The failure of any party to insist upon any other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

Section 10. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any litigation between the parties shall be the courts of Lake County, Florida. The parties agree that any and all reasonable costs and reasonable attorneys' fees incurred to enforce this Agreement shall be awarded to the prevailing party.

Section 11. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. The foregoing to the contrary notwithstanding, compliance with this Agreement by DEVELOPER shall be deemed to be, and it shall constitute, satisfaction in full of all of DEVELOPER's affordable housing contribution obligations, including but not limited to those imposed pursuant to City of Groveland Ordinance 2005-08-37 or Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland.

Section 12. This Agreement constitutes the entire agreement between the parties, has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date(s) written below.

Section 13. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Signed, sealed and
delivered in the presence of:

CITY:

CITY OF GROVELAND, FLORIDA

Anita R. Geraci
Witness Signature
Printed Name: Anita Geraci

By: Matthew Baumann
Matthew Baumann, Mayor

Date Signed: 1/18, 2007

Nicole Drenzo
Witness Signature
Printed Name: Nicole Drenzo

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January, 2007 by Matthew Baumann, as Mayor of the City of Groveland, M who is personally known to me or [] who produced _____ as identification.

Notary Seal:



Christina Stidham
Notary Public
Printed Name: Christina Stidham
My Commission Expires: 9/12/10

Attest:

Anne Sasser
Anne Sasser, City Clerk

Signed, sealed and
delivered in the presence of:

DEVELOPER:

CENTEX HOMES, a Nevada general
partnership

By: Centex Real Estate Corporation, a
Nevada corporation, as its Managing
General Partner

By: [Signature]
Name: Patrick J. Knight
Title: Division President

Date Signed: 12-19, 2006

[Signature]
Witness Signature
Printed Name: Debra Riggs

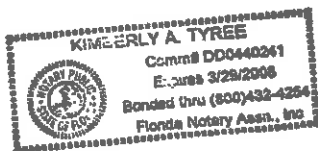
[Signature]
Witness Signature
Printed Name: Robyn Bronson

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 20th day of
December, 2006, by Patrick J. Knight, as Division President of Centex Real Estate
Corporation, a Nevada corporation, as the Managing General Partner of Centex Homes, a
Nevada general partnership, for and on behalf of the said corporation and general
partnership. He ☒ is personally known to me or ☐ produced _____
_____ as identification.

Notary Seal:



[Signature]
Notary Public
Printed Name: Kimberly Tyree
My Commission Expires: 3/29/08

EXHIBIT "A"

That part of Section 12, Township 22 South, Range 24 East described as follows:

That part of the Northwest Quarter of the Northwest Quarter lying East of County Road No. 565; the North 362.00 feet of the Southwest Quarter of the Northwest Quarter, LESS the right of way of County Road No. 565; ALSO LESS: Begin at a point 1027.7 feet North of the Southwest corner of the said Southwest Quarter of the Northwest Quarter; thence run North 89°16' East 198.6 feet; thence run North 92 feet; thence run South 89°16' West 198.6 feet; thence run South 92 feet to the Point of Beginning; the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter West of the Canal; the Northeast Quarter East of the Canal; all being in Lake County, Florida.

Together with that part of Section 1, Township 22 South, Range 24 East described as follows:

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter, also known as Tract 63, GROVELAND FARMS, according to the Plat thereof, as recorded in Plat Book 2, Page 10 and 11, Public Records of Lake County, Florida, lying East of County Road No. 565; the Southeast Quarter of the Southeast Quarter; the South Quarter of the Northeast Quarter of the Southeast Quarter, all being in Lake County, Florida.

296491236v2 12/4/2006

Prepared by and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

TERMINATION OF AFFORDABLE HOUSING AGREEMENTS

THIS TERMINATION AGREEMENT (the "Termination") is made and entered into as of the ____ day of _____, 2016 ("Effective Date") by and between the **CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereafter called the "City"), and **CENTEX HOMES**, a Nevada general partnership (hereafter called "Owner") c/o Pulte Group, Inc. whose mailing address for purposes of this Termination is 4901 Vineland Rd., Ste. 500, Orlando, FL 32811-7383

1. CITY and OWNER entered into that certain Affordable Housing Agreement dated January 18, 2007 and recorded January 23, 2007 in Official Records Book 3353, Pages 900 - 905, Public Records of Lake County, Florida, and that certain Affordable Housing Agreement dated January 28, 2007 and recorded January 23, 2007 in Official Records Book 3353, Pages 906 - 911, Public Records of Lake County, Florida (collectively the "Affordable Housing Agreements").

2. OWNER requested the CITY to rezone the PUD zoning similar to the PUD zoning in effect at the time of recording the plat of Preserve at Sunrise Phase 1, recorded in Plat Book 61, Pages 80 - 86, of the Public Records of Lake County.

3. The CITY has included language requiring affordable housing within the PUD zoning ordinance.

4. The CITY and OWNER hereby Terminate the Affordable Housing Agreements as of the Effective Date written above, and it shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

**OWNER: CENTEX HOMES, a Nevada
general partnership**

By: Centex Real Estate Corporation, a
Nevada corporation, Managing General
Partner

By: _____
Name: _____
Title: _____

Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____, of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of CENTEX HOMES, a Nevada general partnership, on behalf of said corporation and partnership, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

CITY OF GROVELAND, FLORIDA

BY: _____
Tim Loucks, Mayor

Attest:

Teresa Begley, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Tim Loucks, as Mayor on behalf of the City of Groveland, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016

AGENDA ITEM: Ordinance 2016-01-05 Preserve at Sunrise PUD

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 8, 2016

BACKGROUND:

The Preserve at Sunrise Project is a residential development with 455 units located near Villa City Road and Irving Bend Drive.

The total project is 340 acres as follows:

Residential:	91 +/- acres
Park Land:	5.04 +/- acres
Park Facilities:	5.12 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes	226 +/- acres

The following setbacks shall be applied to single family dwelling units.

Front: 20 feet
15 feet if dwelling has covered front porch

Rear: 10 feet except 5 feet for pool and pool deck

Side: 5 feet, except 10 feet for corner lots at street side

There is no minimum lot size however all single family residents will have a minimum square footage of 1,200 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

10% of the homes will be sold at or below \$260,000. This is considered affordable based on a \$1,263 monthly payment.

"The city with a future, watch us grow!"

A. PROJECT TOTAL CREW = 343 AD



"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-01-05

AMENDED AND RESTATED PUD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE 2005-08-37A, THE PUD FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY PULTE GROUP, LLC, AND LOCATED AT CR 565, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION:

Northeast $\frac{1}{4}$, less canal, East $\frac{1}{2}$ of Northwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ lying east of County Road 565, beginning at the Northwest corner of the Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, running South 200.3 feet, East 198.6 feet, South 92 feet, West 198.6 feet, South 69.7 feet, East 1320 feet, North 362 feet, West 1320 feet to the Point of Beginning, lying in Section 12, Township 22, Range 24, Lake County, Florida; AND That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, also known as Tract 63 GROVELAND FARMS, according to the Plat thereof recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying East of CR 565 in Section 1, Township 22 South, Range 24 East, Lake County, Florida; AND The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ all lying in Section 1, Township 22 South, Range 24 East, Lake County, Florida.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions;

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment; and
2. Develop a residential area that is safe, comfortable and attractive to pedestrians.
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space;
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained;

Land Uses

The Conceptual Development Plan for the Project is attached hereto as **Exhibit A** and is an integral part of this PUD document. Elements in the Conceptual Development Plan include single-family detached homes and recreation. The approximate acreage devoted to each land use shall be as follows:

Residential:	91 +/- acres
Park Land:	5.04 +/- acres
Park Facilities:	5.12 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes*	226 +/- acres

*Up to 50% of the required Open space may be wetlands and/or lakes.

Residential

The residential development shall be comprised of single family detached homes and shall not exceed 460 units.

Setbacks

The following setbacks shall be applied to single family dwelling units.

Front:	20 feet 15 feet if dwelling has covered front porch
Rear:	10 feet except 5 feet for pool and pool deck
Side:	5 feet, except 10 feet for corner lots at street side

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. There is no minimum lot size.

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,200 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 40 feet with a minimum street frontage of 20 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 70% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

No residential structure shall exceed 2½ stories or 35 feet in height.

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

Building design will be in accordance with the Chapter XVIII: Architectural Requirements of the City's Land Development Regulations. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated directly across the street or on either side of a particular plan and elevation.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per

month, this leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years. This affordable housing requirement will supercede and/or replace any other affordable housing provisions or agreements that have been entered into which affect or run with the property.

Recreation and Open Space

A minimum of 4.16 acres shall be provided for recreation facilities in the approximate locations indicated on the Conceptual Development Plan. The recreation area shall provide a variety of facilities ranging from active play areas to informal park areas.

In addition to the recreation areas, open space will be provided within the development site. This open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

Boat Docks

A single lane boat ramp and communal dock shall be allowed for use by all residents of the PUD. Residents may permit private individual docks in the future.

Phasing

The Project may be constructed in phases. Each phase shall be developed in conformance with this ordinance and consistent with the Conceptual Development Plan.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Irrigation of common areas within the Project may be connected to an on-site irrigation well or wells. Re-use lines shall be installed for irrigation of lots.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s).

Transportation

There shall be a minimum of two (2) ingress and egress points for the Project. These shall be in the approximate locations shown on the Conceptual Development Plan. Connection shall be provided to proposed developments which lie to the north and south of the site in the approximate locations indicated on the Conceptual Development Plan. All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width. Provision shall be made for underground utilities. One-way streets shall have a forty foot (40') right-of-way with a minimum 14 foot pavement.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). A typical street layout is illustrated at **Exhibit A**.

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Landscaping Requirements

A variance from Sec. 133-137(a)(4) and from Sec. 117-21(16) is granted, in part. Owner shall locate and map all protected trees 6" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 6" in diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 6" or above in diameter at breast height or 54" above grade must be preserved unless within the area required for access, infrastructure, building footprint or within a five-foot offset of the footprint for the residence. If after such removal the lot will not contain a minimum of four trees of any type or types listed in Sec. 133-38, then owner shall be required to plant a substitute tree (to bring the total number of protected trees per lot to 4

or an equal number of protected trees as removed whichever is greater) of the types listed in Sec. 133-38 on the lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the residential component of the Project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police and recreation, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD – Residential approvals (including construction plan approval) must commence on the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months

collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Begley
City Clerk

Approved as to Form:

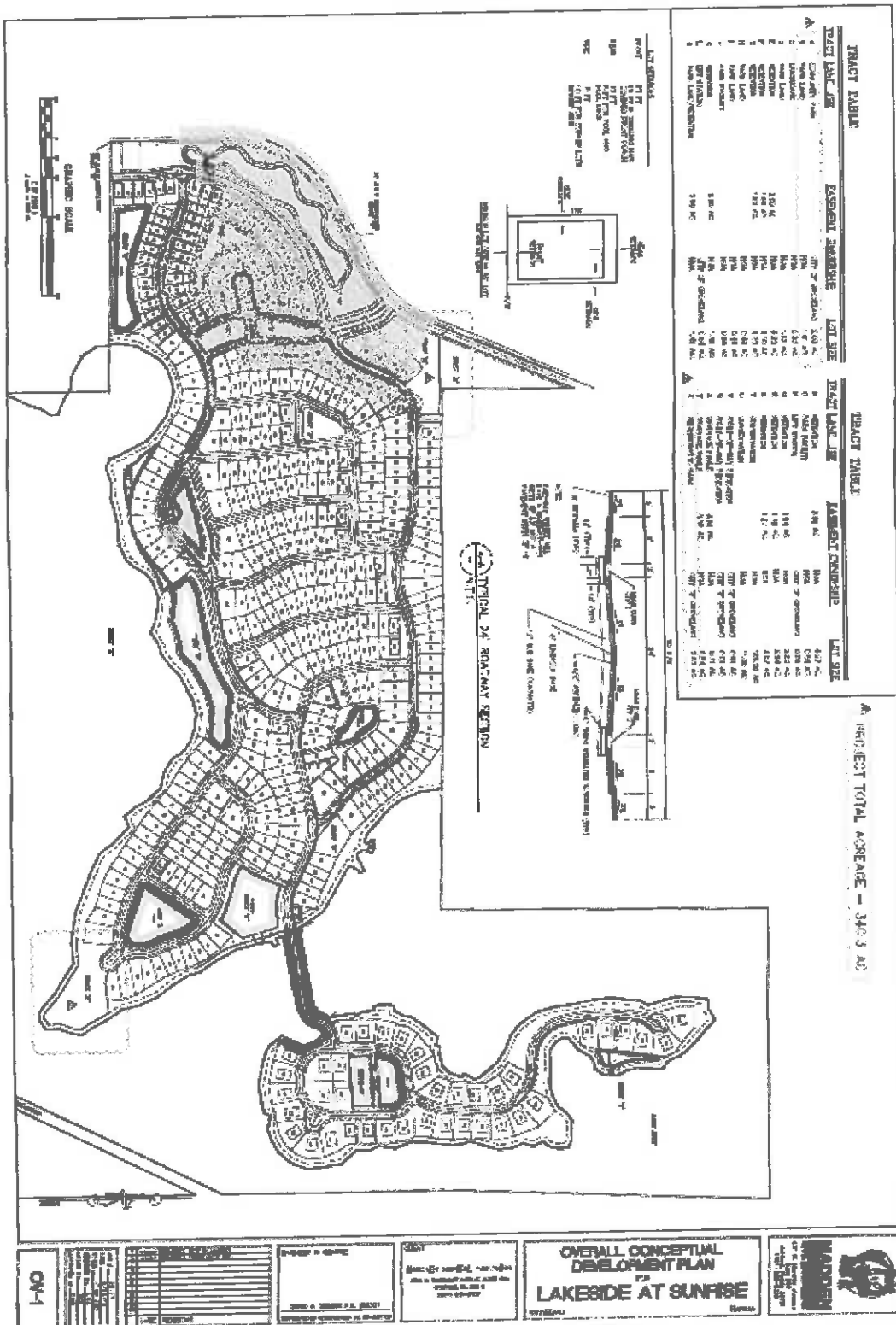
Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Mike Radzik		
Dina Sweatt		
Karen McMican		

Exhibit A





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 16, 2016

AGENDA ITEM: City Manager Performance Evaluation

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: February 8, 2016

BACKGROUND: The Employment Agreement between the City of Groveland and Redmond Jones provides for the Council to evaluate the city manager's performance annually. The last evaluation was conducted and approved by Council in January of 2015.

Attached please find the combined Council Evaluation Summary of the City Manager.

STAFF RECOMMENDATION: Motion to Adopt the Evaluation Summary of the City Manager as the Performance Evaluation

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



CITY OF GROVELAND
156 S. LAKE AVENUE
GROVELAND, FL 34736

PHONE 352-429-2141
FAX 352-429-3852

CITY MANAGER PERFORMANCE EVALUATION

January 2015 – December 2015
(Evaluation Period)

This form divides the Manager's tasks into five categories and provides for the rating of each item in the category using the evaluation scale described below. In addition, you are asked to provide comments, and a score for overall performance.

Evaluation Scale

Exceeds Expectation	Performance which exceeds the level normally expected
Meets Expectation	Generally meets expectation on performance criteria
Needs Improvement	Falling short of what is normally expected

Please place an "X" on the line in front of the description you feel the performance qualifies as. Please explain your ranking.

RELATIONS WITH CITY COUNCIL

Do you feel the City Manager maintains informative and timely communications, both verbal and written, with City Council?

 Exceeds Expectation 2 Meets Expectation 1 Needs Improvement

Explain your ranking:

- Thorough Managers Report.

- The City Manager's report is sent to the City Council timely (usually on the Sunday night before the meeting.)
- The city manager informed the council of an accident (Family Dollar) including pictures of the accident.
- He sometimes talks in circles and ignores the questions or answers with a question. The written part is not always as he says, it deviates from speech.

Communicates clearly. Demonstrates effective listening, oral and written skills.

1 Exceeds Expectation

1 Meets Expectation

2 Needs Improvement

Explain your ranking:

- By way of Council Meetings, direction of Council.
- Although I have ranked this a meets expectation I believe there is room for improvement.
- To his credit the City Manager is well prepared with his presentations however, there have been a few occasions when his answers were not about the questions being asked. For instance, when discussing a recent contract he was asked how much money the city made and his initial answer did not address the specific question.
- No – he drones on and speaks in circles and the person he speaks to still does not get a clear answer to their question. He has implied that the council does not understand and demonstrates using Mickey Mouse characters to explain. This is insulting to the council. Another example: He pulled from the agenda the discussion on the permit fees and reported to the media he thought the council would be confused. This led to a special meeting being called (Mrs. Wilson and I were at a conference that we were told we HAD to be there.) The fees for the water meters are over charged.
- I do not believe Mr. Jones should get a raise because he received a raise when the employees received one (it was not considered a cost of living raise) (look at Contract). He also received the bonus which he should not have gotten-it was not a cost of living raise.
- Mr. Jones has shown blatant disregard for councils decision. He goes against anything that is not his idea. He has been nasty to employees and contractors like – Gerling for instance. How can a city manager tell someone to get off the sauce or quit smoking whatever he is on – because he (Gerling) fought back against Mr. Jones.

Provides Council with reports concerning matters of importance to the City.

1 Exceeds Expectation

2 Meets Expectation

1 Needs Improvement

Explain your ranking:

- By way of Managers Report, meetings and through emails.
- The City Manager provided an in depth report as to what a special assessment would cost each property owner in Green Valley West to fix the flooding issue in their subdivision.
- Only when he thinks the council should know or when he's afraid we'll find out before he informs us.

Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- Suggestions are given on issues, contracts, and vendors.
- The City Manager followed up promptly on my request to clarify with the state on the ownership of the right of way next to Boost Mobile.
- He usually passes the buck on this one. He makes certain we only find out what he thinks we should know.

Do you feel that you receive information on an equal basis with other council members?

 Exceeds Expectation 2 Meets Expectation 1 Needs Improvement

Explain your ranking:

- I have only been on Council for three months and feel information is shared equally.
- Given the short time I have been on Council I do not have enough direct information to answer this question at this time.
- I feel that Mr. Jones communicates with the Mayor and others before the entire council.

Receptive to constructive criticism and advice.

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- Ideas are suggested and taken to be used where Manager sees fit. I don't believe in micro managing.
- In the short time I have been on the City Council I have offered the City Manager several suggestions however, these items are a work in process and I cannot answer this question at this time.

- Mr. Jones does not like to hear the word no, nor does he take any criticism at all and has proved it many times during a meeting. He retaliates immediately and denies the truth.

Willing to try new ideas proposed by Council.

 Exceeds Expectation 2 Meets Expectation 1 Needs Improvement

Explain your ranking:

- From all I have seen in the three months manager is open to new ideas.
- This is another strength and weakness. On one occasion I had suggested to the CRA Board to bring back the Downtown Visioning Committee which was meet with resistance from the City Manager/CRA Manager. On the other hand he was receptive to the implementation of the Business Advisory Committee.
- He will say yes but takes his time in actually trying it.

POLICY EXECUTION AND DEVELOPMENT

Implements Strategic Plan set by Council.

 Exceeds Expectation 3 Meets Expectation 1 Needs Improvement

Explain your ranking:

- Several items under the Financially Sound Government section of the City Wide Goals have been implemented; several items under the Upgrade City Facilities sections have been or are in process of being completed; and the House Rules/Conduct has been re-affirmed by Council although this is an area that is not directly under Redmond's control during Council Meetings.
- He only implements what he wants and tries to get around council requests. He treats the council as if "the Council" is his employee instead of the other way around.

Develops short and long range plans and goals to meet City objectives consistent with established priorities set by City Council.

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- Given the short time I have been on Council I do not have enough direct information to answer this question at this time.

- Only "if" it suits his agenda. He alters the advice of council to meet his needs and not always the City's.

Enforces City Code and development regulations.

 Exceeds Expectation 3 Meets Expectation 1 Needs Improvement

Explain your ranking:

- City code and development regulations are specific and each department must follow what is set in force or brought back to Council for change.
- The City Manager instructed Chief Tennyson to enforce the parking ordinance (including educating the public), and the City has sent letters to the Downtown business owners regarding compliance with our signage ordinance as well as the overall cleanliness of their property.
- No we keep discussing this at meetings. Example – maintenance of properties and businesses.

Offers workable alternatives to the Council for legislative changes when an ordinance or regulation proves impractical in actual administration.

 Exceeds Expectation 1 Meets Expectation 1 Needs Improvement

Explain your ranking:

- I have not experienced this in the short time I've been on Council.
- Given the short time I have been on Council I do not have enough direct information to answer this question at this time.
- Only if it meets his or mayors requirements.

Assists Council in establishing policy, while acknowledging the ultimate authority of the Council.

 Exceeds Expectation 1 Meets Expectation 2 Needs Improvement

Explain your ranking:

- I have not experienced this in the short time I've been on Council.
- This is a recent area of concern as it relates to the Building Department. The Council had given clear direction that it was not interested in hiring an in-house building official

and/or staff however, the City Manager had other ideas as demonstrated at the January 19, 2016 Council Meeting.

- No Mr. Jones wants/needs total control and believes he should have absolute authority over everything and everyone.

Supports the actions of the Council after a decision has been reached.

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- In my opinion this area directly relates to the previous question.
- He sometimes changes or convinces the council to change their decision because he thinks his way is better.

Carries out directives of the Council as a whole rather than those of any one council member.

 1 Exceeds Expectation 1 Meets Expectation 1 Needs Improvement

Explain your ranking:

- I see this being done on a regular basis.
- Given the short time I have been on Council I do not have any direct knowledge on this question and cannot answer this question at this time.
- No he works with and makes decisions according to the decision of Mayor Loucks. It has been seen and heard too many times.

Has a capacity for and encourages innovation.

 1 Exceeds Expectation 1 Meets Expectation 1 Needs Improvement

Explain your ranking:

- Mr. Jones looks into the best for the City.
- Given the short time I have been on Council I do not have enough direct information to answer this question however, Redmond is a visionary but should and should rely on subject matter experts and/or staff and not operate in a vacuum.
- Only if it comes from him.

ORGANIZATIONAL MANAGEMENT

Has effective oversight of City operations, providing sound guidance over staff and operating functions.

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- Looking at the past three months it appears that Mr. Jones has a handle on all operations.
- There have been several concerns over the last few months including Redmond's interpretation of the role the City Clerk plays during the election which is inconsistent with his 200 day organizational review. There is also some concern as to the reporting structure regarding the CRA Liaison/Economic Development Coordinator that needs to be clarified
- Redmond recently sent out an email to the members of the Police Department regarding communication with the press that was intended for a few but sent to all. In my opinion this could cause some issues with those that were not the intended target of the email.
- He micro manages every department – the morale of the city staff is lower than it's ever been.

Aware of staff weaknesses and works to improve their performance.

 1 Exceeds Expectation 1 Meets Expectation Needs Improvement

Explain your ranking:

- I know Mr. Jones has recently worked on communications with the public, with phones within office. This is very important with customer service.
- On at least one occasion I expressed concerns about our CRA Liaison and complaints/concerns from Businesses in the downtown area. It's too soon to tell if these issues have been addressed since I brought this to Redmond's attention in late December 2015.
- DON'T KNOW

Takes responsibility for staff actions.

 Exceeds Expectation 2 Meets Expectation 1 Needs Improvement

Explain your ranking:

- Although I have only seen on one occasion this handled, it was and a timely manner.
- Given the short time I have been on Council I do not have enough direct information to answer this question.
- No, he will put the blame on whoever he can. Example – he censors staffs explanations.

Recruits and/or retains competent personnel for City positions.

1 Exceeds Expectation Meets Expectation Needs Improvement

Explain your ranking:

- I am not really involved with personnel so this is difficult for me to answer.
- Given the short time I have been on Council I do not have enough direct information to answer this question however, our CRA Liaison does not appear to have the certification, credentials, or experience as to help manage the CRA. In addition, there have no Economic Development reports since I have been on Council.
- He recruits people who will follow his every word. (Yes people)

FISCAL MANAGEMENT

Possesses awareness of the importance of financial planning and control.

 Exceeds Expectation 3 Meets Expectation 1 Needs Improvement

Explain your ranking:

- This is most important and I know Mr. Jones works closely with the budget.
- Redmond should rely more on his Finance Director however, since she does not have an overabundance of free time we have retained a Financial Advisor to the City which has helped Redmond in this area.
- I believe he possesses it but does not always follow it. Example – Jeff Gerling – Mr. Jones wants/demands in house – council says No – he keeps trying to get in house department because he does not like Jeff.

Budget is in an intelligent but readable format.

1 Exceeds Expectation 2 Meets Expectation ___ Needs Improvement

Explain your ranking:

- Our budget is prepared by the Finance Director.
- Budget is done by Gwen.

Prepares a balanced budget to provide services at a level directed by Council.

___ Exceeds Expectation 3 Meets Expectation 1 Needs Improvement

Explain your ranking:

- I was not on Council when the budget was passed however, one area that I would suggest we need to improve is a formal schedule of our levels of service which should be adopted as the first step in our budget process.
- This is hard to answer – it's all a shell game. Too many times we have heard of monies being used for items that it should not have been used for.

Makes the best possible use of available funds, conscious of the need to operate the City efficiently and effectively.

___ Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- Given the short time I have been on Council I do not have enough direct information to answer this question.
- He uses the money for whatever he can get away with.

COMMUNITY RELATIONS

Dedicated to the community and its citizens and businesses.

1 Exceeds Expectation 1 Meets Expectation 1 Needs Improvement

Explain your ranking:

- Only certain individuals or those who meet his personal agenda. Very little inter-action with neighboring cities.

Skillful with the news media in promoting the City.

2 Exceeds Expectation

1 Meets Expectation

 Needs Improvement

Explain your ranking:

- Given the short time I have been on Council I do not have enough direct information to answer this question.
- Oh yes, he loves to put his face in the media on newspaper. He takes credit for everything whether he has anything to do with it or not. He's trying to make a name for himself.

Willing to meet with citizens and business owners to discuss issues or concerns.

1 Exceeds Expectation

2 Meets Expectation

 Needs Improvement

Explain your ranking:

- Before I was on Council Redmond met with me on several occasions and has met with other citizens and business owners during my short time on Council.
- He says so but I am not privy to this. He does too much behind closed doors.

Cooperative with other local governments and agencies.

 Exceeds Expectation

2 Meets Expectation

1 Needs Improvement

Explain your ranking:

- Given the short time I have been on Council I do not have enough direct information to answer this question.
- No – MPO for example – plans were drawn up but he wants changes.
- Never makes it to meetings outside City on time.

Cooperative with other organizations within the City or local area, such as Chamber of Commerce, non-profit organizations, and other similar community based groups.

 Exceeds Expectation

2 Meets Expectation

 Needs Improvement

Explain your ranking:

- Given the short time I have been on Council I do not have enough direct information to answer this question at this time.
- DON'T KNOW.

Projects a positive image on behalf of the City.

2 Exceeds Expectation 1 Meets Expectation ___ Needs Improvement

Explain your ranking:

- He likes attention.
- Tries to make a name for himself.

EVALUATOR'S COMMENTS

What would you identify as the most significant achievements during the Evaluation Period:

- This is hard for me since I have only been on Council for three months. What does Mr. Jones say?
- I can't say there have been any significant achievement in the short time I have been on Council but there are quite a few projects that are ongoing including the Water/Sewer projects that will greatly improve the Enterprise Fund.
- The incentive package. It's not to everyone, some get more than others. Not completely fair.

What were the City Manager's strengths demonstrated during the Evaluation Period:

- I feel Mr. Jones should answer these!
- 1) Verbal communication; 2) his skill when put under pressure by media; and 3) good listening skills.
- Redmond is a visionary but needs to rely on his staff and others to ensure his ideas are affordable and financially sound.
- His ability to manipulate people is uncanny.

What areas needing improvement were demonstrated during the Evaluation Period:

- Perhaps some follow-up with Council on a suggestion on a new Contract, expiring Contract, Insurance, Waste, etc.
- Have council sign "Code of Conduct/House Rules 2016".
- Continue to work with all council members, staff, and community. Make every person feel that they are being listened to.
- Areas of improvement would be to resolve personnel issues at the Police Department. Rely more on the staff or those that are subject matter experts. Respect the council's decisions.
- All areas within the city, city council and staff.

Name three things you would like the City Manager to do more of

- Becoming a "Green City"; promote solar and recycling; and educate residents.
- Three things I would like to see the City Manager do more of:
 1. Increased transparency coming out of the City Manager's office including more visibility in the downtown area.
 2. Focus on questions being asked in Council meeting and keep to the point and respect Council decisions.
 3. Keep it simple approach to presentations and reports.
- Be responsible for what goes wrong. Be truthful.

Name three things you would like the City Manager to do less of

- Being late rather, always be early or timely to all meetings
- Three things that I would the City Manager do less of:
 1. Over preparation of reports or power point presentations. (Less is more)
 2. Keep memorandum of understanding to a minimum to avoid misunderstandings. In my opinion MOU's are often looked at as "fact" rather than a starting point even though there is language that says "subject to Council approval.
 3. Less of "go it alone"
- 1) Micro manage the city and its department. 2) Let the staff do their jobs. 3) Less intimidation.

OVERALL EVALUATION

 Exceeds Expectation 2 Meets Expectation 2 Needs Improvement

Explain your ranking:

- It will be easier for me to evaluate after a full year!
- In my opinion the City Manager is doing a great job! He should continue to listen to suggestions from council and staff. Have the motto that his doors are always open! I feel that with the council and City Manager's input, Groveland will be in the fore front in the County, State and Nation!
- Mr. Jones needs to be more truthful/transparent.
He needs to quit sizing people up and talking in circles, quit taking sides – be neutral.
Do for the city and not for himself.
He needs to not let personal agendas interfere.
He gets angry when people go against him especially when he wants what he thinks he should get, right or wrong. He thinks he is always right. He does not take no for an answer.



CITY OF GROVELAND
156 S. LAKE AVENUE
GROVELAND, FL 34736

PHONE 352-429-2141
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"The City with a future, watch us grow!"

February 16, 2016

City Council
156 S. Lake Avenue
Groveland, FL 34736

Dear Honorable Elected Officials and Concerned Citizens;

It has been an honor to serve as your City Manager over the past 2 years. As you are aware municipal government is a complex operation. The City of Groveland may be more complicated than many. The city's growth rate certainly adds to the city challenges. Groveland's massive growth has transformed our community from a rural area to a suburban area. The City of Groveland provides dozens of services, offers dozens of programs, and at any given time we are permitting dozens of building projects. With so many things happening all at once, it is easy for an organization like ours to feel a bit disconnected and over time burn out its energy.

I have tried to be an energetic, imaginative, and at times an aggressive leader in order to maintain the great potential this community has in its future. I trust that you will agree that the growth of our past two years beckons a renaissance to our pre 2008 economic downturn. However, this time we have stressed smart growth, made tough budget decisions, and strategically made key organizational expansion to ensure we stay on the right track.

I believe the state of the City is in great shape! We are on the precipice of an exciting transformation! My desire is to remain the city's Chief Executive Officer during this future. The purpose of this letter is to share what I hope will be seen as my value to the organization and reaffirm my commitment to this organization and the city of which I reside; while sharing areas I would like to see improved in compensation package.

Please find the attached list of accomplishments achieved under my leadership. Additionally, please see the data that supports my request for the state statue limit for severance in case of unforeseen termination or forced resignation; and, data supporting my requested salary consideration based on parity with Lake County communities of similar size and characteristics.

Thank you for your consideration in these matters, and I look forward to another successful year of moving forward.

Respectfully Submitted


Redmond Jones
Groveland City Manager

Accomplishments

(column A)

(column B)

<ul style="list-style-type: none"> Conducted / Facilitated Goal Setting in 2014 (started the city on a path of recovery) - \$5,000 in savings 	<ul style="list-style-type: none"> Created, Budgeted, Council Approved a Neighborhood Grant Program
<ul style="list-style-type: none"> Conducted Overall Organizational Review <ul style="list-style-type: none"> Resulted in Parks Division Stronger Water Conservation Efforts Stronger CRA and Economic Development Efforts Improvement in planning and permit review Police Command Structure Fire Command Structure 	<ul style="list-style-type: none"> Closed out several old projects <ul style="list-style-type: none"> Established legal Ownership of Crittenden Street Krispy's Façade Improvements Entry Sign at Groveland and Mascotte Border Formed Strategy / Complete pre-water rate study (ready for review), After Mayor review ready for Council RFP approval
<ul style="list-style-type: none"> Created a Staff Work Plan which allows the Council to Track Projects 	<ul style="list-style-type: none"> Interview / conference with every Employee
<ul style="list-style-type: none"> Great negotiator for the City <ul style="list-style-type: none"> Negotiated \$20,000 for park improvements for the sale of an old offline city well (\$20,000). Negotiated Several Development Improvement as a part of innovative design provisions in our comprehensive plan... i.e. cistern project. Negotiated Better Terms for the City as a part of the Alpha Inspections Contract (estimate \$150,000 in contract value). 	<ul style="list-style-type: none"> Major Public Service / First Responder recommendations and through a budget plan that made initial investments <ul style="list-style-type: none"> Succession Plan in Fire, Public Services and Police Departments New Uniforms in PD /FD /Utilities and Streets Divisions / City Hall Employees/ and Parks and Recreation Monitors / Defibrillators Law Enforcement Equipment Fire Arms and Tasers / Body Cams New Thermal Imaging Camera
<ul style="list-style-type: none"> Vehicle Replacement Plan (first city in Florida to create-develop-install this Plan) 	<ul style="list-style-type: none"> Encourage Employee Training and Education
<ul style="list-style-type: none"> Stormwater Plan (closed out) <ul style="list-style-type: none"> Recommended a budget that invested a start to project funds 	<ul style="list-style-type: none"> Bio Solid Treatment / Dewatering Box (that has saved the city over \$50,000 in annual expenses)
<ul style="list-style-type: none"> Support and Invested Resources in the Safety Committee and Wellness Program (Saved the City over \$30,000 in premiums) 	<ul style="list-style-type: none"> Has Formed Strategies of CIP funding for long standing infrastructure that the City did not have previous strategy or vision to address
<ul style="list-style-type: none"> Leadership in Design and Implementation of the New City Web Site 	<ul style="list-style-type: none"> Economic Incentive Ordinance has been used to leverage over \$9 m in investment
<ul style="list-style-type: none"> Managed Several Crisis – Sink Hole 	<ul style="list-style-type: none"> Improved Knowledge Base on Water
<ul style="list-style-type: none"> Improved City Public Image 	<ul style="list-style-type: none"> Made Good Key Hires
<ul style="list-style-type: none"> Worked with Council to make Employee Compensation Improvements 	<ul style="list-style-type: none"> Developed a 3yr operation deficit plan which reduced a \$600,000 deficit to \$270,000 deficit
<ul style="list-style-type: none"> High Grass Ordinance 	<ul style="list-style-type: none"> Call Center using volunteers / interns

20 Week Severance

Private sector data on executive positions indicate that the median length of time of a job search for a similar executive position takes 22 weeks and 4 days (for the year of 2015). This is shown in the table below. Based on the typical time needed for an executive job search in a time of unforeseen job transition; I would request that City Council consider increasing my severance provision to be extended to the limit of 20 weeks as allowed by State Statute. I also spoke with Kurt Bressner, Senior Advisor with the Florida City and County Management Association, he noticed that there is a trend that more and more cities are moving directly to the 20 week statute limit, due to the typical time it takes city manager recruitment process to unfold.

Statistics provided by Stewart, Cooper & Coon - Executive search and corporate outplacement company											
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Median Length of Job Search (in Months)	6.4	5.8	6.3	7	7.9	7.4	7.1	6.4	6.1	5.9	5.5
Winning Equal or Better Salaries	91.40%	91.60%	92.40%	91.10%	90.30%	90.70%	91.30%	92.10%	92.90%	93.40%	93.70%
Percentage Required to Relocate	12.6 %	13.2 %	13.5 %	12.8 %	10.8 %	11.4 %	11.5 %	11.5 %	11.7 %	11.4 %	11.8 %

Population and City Manager Salary Comparison

Population	City	City Manager Salary
5,401	Mascotte	\$108,106
10,470	Minneola	\$ 90,000
12,077	Groveland	\$ 97,000
13,167	Mount Dora	\$131,070
14,207	Lady Lake	\$111,515
Average City Manager Salary for Lake County City of size (5,401 – 14,207)		= \$107,549

General Performance Measures

1. Number of Business Meetings Attended in 2014 = 617 meetings
2. Number of Business Meetings Attended in 2015 = 755 meetings
3. Number of Business Meetings Attended in 2016 = 129 meetings (current and counting)
4. Value to the City based on strategic planning, policy recommendations and negotiation success; the total estimated value brought to the city is \$435,000 in hard savings and new revenue; \$9 million in soft estimates of expanded tax base; and estimated value to our building fund of \$150,000 from the Alpha Inspection contract.